



**CONCHO VALLEY**  
COUNCIL OF GOVERNMENTS

**EXECUTIVE COMMITTEE MEETING**

Wednesday, August 9, 2023 at 2:00 p.m.  
Concho Valley Council of Governments  
5430 Link Rd, San Angelo, Texas 76904 and via Teleconference

*The meeting place is accessible to persons with disabilities. If assistance is needed to observe or comment, please call the CVCOG office at 325-944-9666 at least 24 hours prior to the meeting.*

Join By Zoom Teleconference - <https://us06web.zoom.us/j/88257827250>

**\*Meeting ID: 882 5782 7250 \*Passcode: 294206**

833 548 0282 US Toll-free      877 853 5247 US Toll-free  
888 788 0099 US Toll-free      833 548 0276 US Toll-free

**Agenda**

**NOTICE:** The Concho Valley Council of Governments may discuss, deliberate and take all appropriate action on any matter listed on this Agenda. Items on this Agenda may be taken out of the order listed. The Executive Committee reserves the right to deliberate in closed session pursuant to 551 of the Texas Government Code. Public comment is limited to five minutes per person on any agenda item.

**BUSINESS**

1. Determination of Quorum and Call to Order
2. Invocation and Pledge of Allegiance
3. Public Comment
4. Consent Agenda
  - a. Consider and take appropriate action concerning the minutes from the July 12, 2023 Meeting.
  - b. Consider and take appropriate action concerning the Staff Travel Report June 2023.

**REGULAR AGENDA**

5. Consider and take appropriate action concerning Checks in excess of \$2,000 for June 2023.
6. Consider and take appropriate action concerning the Budget Comparison Report for Head Start Nutrition FY 22 - 23 Grant H04, YTD October 1, 2022 through June 30, 2023.
7. Consider and take appropriate action concerning the Budget Comparison Report for Head Start Grant H03 FY 22-23, YTD June 1, 2022 through June 30, 2023.
8. Consider and take appropriate action concerning the Budget Comparison Report for Head Start Grant H05 FY 23-24, YTD June 1, 2023 through June 30, 2023.
9. Consider and take appropriate action concerning the Budget Comparison Report for Head Start Funding Grant 829, ARP and CRRSA, YTD June 1, 2021 through June 30, 2023.
10. Consider and take appropriate action concerning the Head Start Credit Card/Open Account Summary for June 2023.
11. Consider and take appropriate action concerning the Emergency Response Plans for Christoval and Ozona Head Starts.

12. Consider and take appropriate action concerning the following Head Start Implementation Plans:
  - a. 1302 Subpart B Program Structure
  - b. 1302 Subpart C Education and Child Development Program Services.
13. Consider and take appropriate action concerning the 2023-2024 Head Start Policy Council By-Laws.
14. Consider and take appropriate action concerning the proposed revisions for the Head Start Handbook.
15. Consider and take appropriate action concerning the Area Agency on Aging FY 2024-2026 Area Plan.
16. Consider and take appropriate action concerning the 2023 Foster Grandparent Volunteer Handbook.
17. Consider and take appropriate action concerning the 2023 Senior Companion Handbook.
18. Consider and take appropriate action concerning the appointment of members to the Budget Committee.
19. Consider and take appropriate action concerning the CVCOG Regional Solid Waste Grant Application for FY 2024 and FY 2025.
20. Consider and take appropriate action concerning Resolution 23-0809, Texas Commission on Environmental Quality - Regional Solid Waste Contract for FY 2024 and FY 2025.
21. Consider and take appropriate action concerning a one-time incentive payment for all eligible CVT employees in an amount not to exceed \$750 for full-time employees and \$500 for part-time employees.
22. Consider and take appropriate action concerning a one-time incentive payment for all eligible Access and Assistance (AaA) employees in an amount not to exceed \$2,000.
23. INFORMATION ITEMS AND REPORTS
  - a. Procurement Report – Jaylon Seales
  - b. Review of the CVCOG Monthly Financials for June 2023 (Balance Sheet, Schedule of Revenue, and Cash Flow)
  - c. CVCOG Head Start Director’s Report
  - d. Executive Director’s Report – John Austin Stokes
24. Consideration of any other business.
25. ADJOURNMENT

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*The Concho Valley Council of Governments reserves the right to conduct an executive/closed session at any time during the course of this meeting to discuss any matter listed on the agenda posted for this meeting, as needed, pursuant to one or more authorized and applicable exceptions to an open meeting described in Chapter 551 of the Texas Government Code (the Texas Open Meeting Act), including but not limited to the following statutory exceptions: Texas Government Code Sections 551.071 and 551.129 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gift or Donation), 551.074 (Personnel Matters), 551.076 and 551.089 (Deliberation Regarding Security Devices or Security Audits), or 551.087 (Deliberation Regarding Economic Development Negotiations).*

*Posted in accordance with the Texas Government Code, Title V, Chapter 551, Section .053 this, 3<sup>rd</sup> day of August 2023.*

  
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**Erin Hernandez, Assistant Executive Director**



**CONCHO VALLEY**  
COUNCIL OF GOVERNMENTS

**EXECUTIVE COMMITTEE MEETING MINUTES**  
**Wednesday, July 12, 2023**

The Executive Committee of the Concho Valley Council of Governments met on Wednesday, July 12, 2023 at 5430 Link Rd., San Angelo, Texas 76904 and via Zoom Teleconference.

Members present were:

**Jim O'Bryan, Chairman**, Reagan County Judge  
**Brandon Corbin, Vice-Chairman**, Menard County Judge  
**Molly Criner, Secretary**, Irion County Judge  
**Hal Spain**, Coke County Judge  
**Sheree Hardin**, Mason County Judge  
**David Dillard**, Concho County Judge  
**Souli Shanklin**, Edwards County Judge  
**Hal Rose**, Kimble County Judge  
**Frank Tambunga**, Crockett County Judge  
**Lucy Gonzales**, COSA Council Member, District 4  
**Deborah Horwood**, Sterling City Judge  
**Bill Dendle**, San Angelo ISD Board Member  
**Frank Trull**, McCulloch County Judge  
**Charlie Bradley**, Schleicher County Judge

Members absent were:

**Jody Harris**, Sutton County Judge  
**Lane Carter**, Tom Green County Judge

**BUSINESS**

Chairman Judge Jim O'Bryan announced the presence of a quorum and called the meeting to order at 2:00 p.m.

Judge Hal Spain gave the invocation and led the Pledge of Allegiance.

There was no public comment.

**APPROVAL of the Consent Agenda**

- a. Judge Souli Shanklin made a motion to approve the Meeting Minutes from June 14, 2023. Judge Charlie Bradley seconded the motion. No questions or discussion. The motion passed unanimously.
- b. Judge Souli Shanklin made a motion to approve the Staff Travel report from May 2023. Judge Charlie Bradley seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of Checks**

The checks in excess of \$2,000 written for May 2023 were presented by Director of Finance, Brandon Sanders. Judge Molly Criner made a motion to approve the checks as presented. Board Member Bill Dendle seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Budget Comparison for Head Start Nutrition Grant H04**

Carolina Raymond, Director of Head Start, presented the Budget Comparison Report for Head Start Nutrition FY 22-23 Grant H04, YTD October 1, 2022 through May 31, 2023 for approval. Judge Souli Shanklin made a motion to approve Budget Comparison Report as presented. Judge Deborah Horwood seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Budget Comparison for Head Start Nutrition Grant H03**

Carolina Raymond, Director of Head Start, presented the Budget Comparison Report for Head Start Nutrition FY 22-23 Grant H03, YTD June 1, 2022 through May 31, 2023 for approval. Judge Hal Spain made a motion to approve Budget Comparison Report as presented. Judge Charlie Bradley seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Budget Comparison for Head Start Funding Grant 829, ARP and CRRSA**

Carolina Raymond, Director of Head Start, presented the Budget Comparison Report for Head Start Funding Grant 829, ARP and CRRSA FY 21-22 YTD June 1, 2021 through May 31, 2023 for approval. Judge Souli Shanklin made a motion to approve Budget Comparison Report as presented. Judge Deborah Horwood seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Head Start Credit Card/Open Account Summary Transactions**

Carolina Raymond, Director of Head Start, presented the CVCOG Head Start Credit Card/Open Account Summary Transactions for the month of May 2023 for approval. Judge Molly Criner made a motion to approve the summary of transactions as presented. Board Member Bill Dendle seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Head Start Implementation Plan – 1302 Program Management and Quality Improvement**

Carolina Raymond, Director of Head Start, presented the Head Start Implementation Plan – 1302 Program Management and Quality Improvement for approval. Judge Deborah Horwood made a motion to approve the implementation plans as presented. Judge Charlie Bradley seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Emergency Response plans for Day, Rio Vista, and Eden Head Starts**

Carolina Raymond, Director of Head Start, presented the Emergency Response plans for Day, Rio Vista, and Eden Head Starts for approval. Judge Charlie Bradley made a motion to approve the Emergency Response plans as presented. Judge Hal Spain seconded the motion. Judge Charlie Bradley then found an error in section D2 for both Day and Rio Vista Head Starts Emergency Response plan. The plans listed Judge Steve Floyd as the current county judge. Judge Souli Shanklin made a motion to amend the Emergency Response plans for Day and Rio Vista to remove Judge Steve Floyd and to add Judge Lane Carter. Judge Hal Spain seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Head Start School Readiness Goals (EOY Assessment Data)**

Carolina Raymond, Director of Head Start, presented the Head Start School Readiness Goals (EOY Assessment Data) for approval. Judge Frank Tambunga made a motion to approve the Head Start School Readiness Goals (EOY Assessment Data) as presented. Judge Charlie Bradley seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the Head Start Parent Handbook**

Carolina Raymond, Director of Head Start, presented the Head Start Parent Handbook for approval. Judge Charlie Bradley made a motion to approve the Head Start Parent Handbook as presented. Board Member Bill Dendle seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of Head Start to spend up to \$38,000 on turf for Rio Vista Head Start**

Carolina Raymond, Director of Head Start, presented the request for Head Start to spend up to \$38,000 on turf for Rio Vista Head Start for approval. Judge Molly Criner made a motion to approve the Head Start request to spend up to \$38,000 on turf for Rio Vista Head Start as presented. Council woman Lucy Gonzales seconded the motion. No questions or discussion. The motion passed unanimously.

**APPROVAL of the appointment of a committee to conduct a Performance Evaluation of the CVCOG Executive Director.**

Felicitee Jones, Director of Human Resources, requested nominations or volunteers to serve as the committee to conduct a Performance Evaluation of the CVCOG Executive Director. The committee members are as follows: Judge Brandon Corbin, Judge Jim O'Bryan, and Judge Souli Shanklin. Judge Hal Spain made a motion to approve the committee members that were nominated or volunteered. Judge Charlie Bradley seconded the motion. No questions or discussion. The motion passed unanimously.

**INFORMATION ITEMS & REPORTS**

- a. Justin DeLoach, Interim Executive Director of the Children's Advocacy of Greater West Texas conducted a presentation on The Texas Model for Care Coordination. This presentation gave an overview of how Care Coordination works, the role of Care Coordinators, and Care Coordination Development and Protocols.
- b. Brandon Sanders, Director of Finance, gave the report of the CVCOG Monthly Financials for May 2023. He gave an overview of the balance sheet, schedule of revenue and cash flow.
- c. Carolina Raymond, Director of Head Start, gave a report on the operations, enrollment and disability numbers, and state of the Head Start and Early Head Start Centers for the month of May 2023.
- d. John Austin Stokes, Executive Director, informed the Executive Committee members of a few informational items. Mr. Stokes will be attending a broadband meeting and meeting with other West Texas COGs. He also stated that we are currently searching for a new IT Manager. Mr. Stokes also spoke briefly about the coliseum grant.

**ADJOURNMENT**

There being no further items to discuss, Judge David Dillard made a motion to adjourn the meeting. Judge Brandon Corbin seconded the motion. Judge Jim O'Bryan, Chairman, adjourned the meeting at 2:43 p.m.

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Duly adopted at a meeting of the Executive Committee of the Concho Valley Council of Governments on this 9<sup>th</sup> day of August, 2023.

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Judge Jim O'Bryan - Chairman

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Judge Brandon Corbin, Vice-Chairman



**CVCOG**  
 Check/Voucher Register  
 From 6/1/2023 Through 6/30/2023

Docum... Number	Document Date	Name	Transaction Description	Document Amount
194015	6/6/2023	AFLAC	J5711 Employees Premium 05/01/2023-05/31/2023	8,405.96
194016	6/6/2023	Alvarez Painting	Interior paint on Room #11, 12, & 14	4,000.00
194018	6/6/2023	AMERICAN UNITED LIFE INSURANCE COMPANY	G 00620509 Employees Life Premium 05/01/23-05/31-23	8,712.78
194019	6/6/2023	BLUE CROSS AND BLUE SHIELD OF TEXAS	029143 CVCOG Group Health Ins. 06/01/2023-06/30/2023	172,919.25
194020	6/6/2023	CALDWELL COUNTRY CHEVROLET	Head Start Program purchase of 2023 Chevrolet Traverse VIN #	32,686.00
	6/6/2023	CALDWELL COUNTRY CHEVROLET	Head Start Program purchase of 2023 Chevrolet Traverse VIN#	32,686.00
194021	6/6/2023	CVCOG TRANSIT DISTRICT	Urban Trips - 1377 trips for 04/01/23 to 04/30/23.	34,938.00
	6/6/2023	CVCOG TRANSIT DISTRICT	Rural Trips - 495 total trips for 04/01/23 to 04/30/23.	18,315.00
194025	6/6/2023	LAKESHORE LEARNING MATERIALS	Day HS purchase of classroom supplies and materials - indoor	6,574.93
	6/6/2023	LAKESHORE LEARNING MATERIALS	Rio Vista HS purchase of classroom materials - Easy-Climb st	3,124.55
194031	6/6/2023	Sysco West Texas	Day HS/EHS purchase of nutrition items for children and kitc	2,533.87
194032	6/6/2023	VERIZON BUSINESS-15043	911 MPLS Network Port Access- Partial DS1, CPE Maint on Rout	92,101.48
194038	6/13/2023	AMERICAN UNITED LIFE INSURANCE COMPANY	G 00620509 Employees Life Premium 06/01/23-06/30/23	8,736.85
194039	6/13/2023	AMERITAS LIFE INSURANCE CORP	010-028641-00001 Employees Premium 05/01/23-05/31/23	8,792.16
194042	6/13/2023	CHRISTOVAL ISD	Christoval ISD for April 2023 meal reimbursement	2,088.90
	6/13/2023	CHRISTOVAL ISD	Christoval ISD for May 2023 meal reimbursement	2,204.95
194043	6/13/2023	CITY OF BRADY	Congregate Meals Brady 05-23	3,086.76
	6/13/2023	CITY OF BRADY	HDM Meals Brady 05-23	8,994.70
194048	6/13/2023	CVCOG TRANSIT DISTRICT	Head Start maintenance work for Day and Rio Vista sites - Ma	2,405.00
194056	6/13/2023	HOUSE OF CHEMICALS, INC	Thundercat Carpet Extractor & Cougar floor machine Day HS/EH	3,982.00
194059	6/13/2023	LAKESHORE LEARNING MATERIALS	Rio Vista HS purchase of classroom equipment - 2 6' locking	2,088.10
194064	6/13/2023	MASON COUNTY	Congregate Meals MASON 05-23	4,654.88
194066	6/13/2023	MENARD COUNTY	HDM Meals Menard 05-23	4,344.27
194073	6/13/2023	SNIDER TECHNOLOGY SERVICES, LLC	Office 365 and Microsoft Exchange Transition services for ent	3,514.00
	6/13/2023	SNIDER TECHNOLOGY SERVICES, LLC	Office 365 and Microsoft Exchange transition services for en	2,707.81
194084	6/21/2023	Angelo Painters	Christoval HS - prep/paint ceiling & walls only in classroom	2,800.00
194088	6/21/2023	BANK & TRUST	Health Savings Act for payroll 6/15/2023	4,908.98
194099	6/21/2023	Legacy Electric	Rio Vista EHS electrical work, supplies, and outlet installa	2,882.90
194106	6/21/2023	NATIONWIDE RETIREMENT SOLUTIONS	Nationwide check for NACO & Roth 457B payroll 6/15/2023	3,435.00
194116	6/22/2023	TEXAS DEPARTMENT OF INFORMATION RESOURCES	911 Cstmr Code PA30000TSD ESINet AVPN Managed Circuits and M	24,620.04
194122	6/29/2023	Budget Blinds	Rio Vista- 16 blinds for classrooms and installation	2,906.00
194123	6/29/2023	CHILDPLUS SOFTWARE	Head Start program purchase of annual learning plan subscrip	15,975.00
194124	6/29/2023	CITY OF SAN ANGELO AGING PROGRAM	Congregate Meals COSA 05-23	19,939.54
194126	6/29/2023	CITY OF SONORA	HDM SONORA 05-23	12,361.03
194127	6/29/2023	CJ Environmental Consulting LLC	Purchase of lead testing for all Head Start sites.	5,630.00
194128	6/29/2023	COKE COUNTY	HDM Meals Coke 05-23	3,726.00
194133	6/29/2023	HELPING HANDS FOR THE ELDERLY, INC.	Congregate Meals HH 05-23	3,201.71
	6/29/2023	HELPING HANDS FOR THE ELDERLY, INC.	HDM Meals HH 05-23	3,839.19

**CVCOG**  
 Check/Voucher Register  
 From 6/1/2023 Through 6/30/2023

<u>Docum... Number</u>	<u>Document Date</u>	<u>Name</u>	<u>Transaction Description</u>	<u>Document Amount</u>
194134	6/29/2023	KAPLAN EARLY LEARNING COMPANY	Menard EHS purchase of Tot Tree	4,598.85
194135	6/29/2023	KIMBLE COUNTY SCBA	Congregate Meals KMOW 05-23	3,033.60
194137	6/29/2023	LAKESHORE LEARNING MATERIALS	Rio Vista HS purchase of paint centers, drum centers, table-	8,112.98
194140	6/29/2023	MASON COUNTY	HDM MASON 05-23	8,304.00
194149	6/29/2023	TXU ENERGY RETAIL COMPANY LLC	Electricity usage for Head Start sites: service range 04/14/	5,117.98
Report Total				609,991.00



**CVCOG**

Summary Budget Comparison - DIR-Grant H04, Head Start Nutrition 22-23  
From 10/1/2022 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
H04	Grant H04, CACFP Head Start Nutrition FY 22-23				
004	Revenue				
4203000	CACFP Prior Year CFDA 10.558	18,773.45	18,773.45	0.00	100.00%
4221000	CACFP Nutrition CFDA 10.558	844,459.92	436,831.77	(407,628.15)	51.72%
<b>Total 004</b>	<b>Revenue</b>	<b>863,233.37</b>	<b>455,605.22</b>	<b>(407,628.15)</b>	<b>51.76%</b>
407	Head Start Nutrition				
5110000	General Wages	45,177.55	23,713.73	21,463.82	52.49%
5151000	Medicare Tax	655.08	258.84	396.24	39.51%
5172000	Workers Comp Insurance	986.79	556.15	430.64	56.35%
5173000	SUTA	18.14	18.14	0.00	100.00%
5174000	Health Insurance Benefit	19,163.41	9,411.77	9,751.64	49.11%
5175000	Dental Insurance Benefit	741.12	343.69	397.43	46.37%
5176000	Life Insurance Benefit	357.81	159.88	197.93	44.68%
5177000	HSA Insurance Benefit	1,961.00	468.84	1,492.16	23.90%
5181000	Retirement	5,024.88	2,665.84	2,359.04	53.05%
5199000	Indirect Allocation	4,604.62	2,321.74	2,282.88	50.42%
5291000	Contract Services	16,663.25	8,855.95	7,807.30	53.14%
5295000	HS Nutrition Service	682,099.32	320,742.87	361,356.45	47.02%
5513000	HS Food Serv Sup	85,580.40	83,638.81	1,941.59	97.73%
5753000	Dues and fees	200.00	19.36	180.64	9.68%
<b>Total 407</b>	<b>Head Start Nutrition</b>	<b>863,233.37</b>	<b>453,175.61</b>	<b>410,057.76</b>	<b>52.50%</b>
<b>Report Difference</b>		<b>0.00</b>	<b>2,429.61</b>	<b>2,429.61</b>	<b>100.00%</b>

**CVCOG**

Summary Budget Comparison - DIR-Grant H03, Head Start FY 22-23  
From 6/1/2022 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
H03	HHS-ACF Grant H03, Head Start FY 22-23 06CH010970-04				
004	Revenue				
4173000	HHS-ACF Head Start CFDA 93.600	6,808,571.00	6,689,303.69	(119,267.31)	98.24%
4411000	IK Contributions	1,676,068.00	2,353,853.59	677,785.59	140.43%
<b>Total 004</b>	<b>Revenue</b>	<b>8,484,639.00</b>	<b>9,043,157.28</b>	<b>558,518.28</b>	<b>106.58%</b>
400	Head Start CAN NO 9-G064122				
5110000	General Wages	2,271,367.52	2,269,882.32	1,485.20	99.93%
5118000	General Overtime Hours	101.12	101.12	0.00	100.00%
5119000	Holiday Work Time	250.00	238.62	11.38	95.44%
5150000	Vacation Time Allocation	26,198.41	26,198.41	0.00	100.00%
5151000	Medicare Tax	35,423.67	31,660.71	3,762.96	89.37%
5172000	Workers Comp Insurance	15,043.30	15,043.30	0.00	100.00%
5173000	SUTA	1,679.38	757.97	921.41	45.13%
5174000	Health Insurance Benefit	573,652.54	573,652.54	0.00	100.00%
5175000	Dental Insurance Benefit	23,487.00	23,260.23	226.77	99.03%
5176000	Life Insurance Benefit	17,020.77	16,253.77	767.00	95.49%
5177000	HSA Insurance Benefit	22,030.80	21,898.14	132.66	99.39%
5181000	Retirement	262,431.81	259,630.32	2,801.49	98.93%
5199000	Indirect Allocation	201,614.68	200,393.34	1,221.34	99.39%
5206000	HR Service Center	145,962.10	145,962.10	0.00	100.00%
5207000	Procurement Service Center	79,475.86	79,475.86	0.00	100.00%
5208000	Information Technology Service Center	57,131.70	57,131.70	0.00	100.00%
5291000	Contract Services	83,816.72	83,372.12	444.60	99.46%
5293000	HS Health & Disab Svc	322.00	175.89	146.11	54.62%
5294000	HS Policy Council	237.14	237.14	0.00	100.00%
5296000	HS Parent Service	4,304.00	1,132.25	3,171.75	26.30%
5309000	Travel-In Region	4,044.00	2,773.46	1,270.54	68.58%
5351000	Fuel	100.00	45.00	55.00	45.00%
5361000	Vehicle Maintenance	100.00	0.00	100.00	0.00%
5413000	HS Site Rent	126,233.00	116,442.76	9,790.24	92.24%
5433000	HS Site Center Utilities	99,273.00	95,479.63	3,793.37	96.17%
5451000	Facility Allocation	41,760.00	28,812.97	12,947.03	68.99%
5453000	HS Site Center Bldg Maint	141,622.00	131,923.21	9,698.79	93.15%
5510000	Supplies	85,279.50	82,719.21	2,560.29	96.99%
5512000	HS Class Room Supplies	143,546.90	144,872.55	(1,325.65)	100.92%
5514000	HS Medical Supplies	2,337.00	2,205.89	131.11	94.38%
5515000	HS Disability Supplies	1,276.08	12.54	1,263.54	0.98%
5518000	HS Diapers and Wipes	10,561.56	10,561.56	0.00	100.00%
5622000	Internal Computer/Software	21,686.59	9,012.54	12,674.05	41.55%
5632000	Copier	24,692.55	24,533.99	158.56	99.35%

CVCOG

Summary Budget Comparison - DIR-Grant H03, Head Start FY 22-23  
From 6/1/2022 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
5711000	Insurance	8,108.30	8,108.30	0.00	100.00%
5721000	Printing	5,412.00	0.00	5,412.00	0.00%
5722000	Ads & Promotions	3,483.00	1,078.00	2,405.00	30.95%
5753000	Dues and fees	4,310.00	3,654.57	655.43	84.79%
5760000	HS Site Center Communications	17,519.00	17,188.56	330.44	98.11%
5762000	Postage/freight	876.00	850.57	25.43	97.09%
5796000	Safety	1,098.00	929.44	168.56	84.64%
Total 400	Head Start CAN NO 9-G064122	4,564,869.00	4,487,662.60	77,206.40	98.31%
401	Early Head Start CAN NO 9-G064122				
5110000	General Wages	1,231,341.04	1,208,981.92	22,359.12	98.18%
5118000	General Overtime Hours	100.00	44.92	55.08	44.92%
5119000	Holiday Work Time	100.00	41.34	58.66	41.34%
5150000	Vacation Time Allocation	5,749.31	5,610.20	139.11	97.58%
5151000	Medicare Tax	16,884.66	16,869.93	14.73	99.91%
5172000	Workers Comp Insurance	7,543.15	7,142.04	401.11	94.68%
5173000	SUTA	1,407.30	420.62	986.68	29.88%
5174000	Health Insurance Benefit	326,865.76	326,865.76	0.00	100.00%
5175000	Dental Insurance Benefit	13,536.00	13,202.21	333.79	97.53%
5176000	Life Insurance Benefit	10,242.12	8,777.74	1,464.38	85.70%
5177000	HSA Insurance Benefit	15,417.14	15,417.14	0.00	100.00%
5181000	Retirement	141,123.25	138,415.26	2,707.99	98.08%
5199000	Indirect Allocation	108,936.27	107,597.01	1,339.26	98.77%
5206000	HR Service Center	48,752.00	40,561.82	8,190.18	83.20%
5207000	Procurement Service Center	21,456.00	20,597.20	858.80	95.99%
5208000	Information Technology Service Center	19,068.00	15,334.99	3,733.01	80.42%
5291000	Contract Services	671.46	639.98	31.48	95.31%
5293000	HS Health & Disab Svc	678.00	51.36	626.64	7.57%
5294000	HS Policy Council	69.25	69.25	0.00	100.00%
5296000	HS Parent Service	817.35	817.33	0.02	99.99%
5309000	Travel-In Region	249.94	249.94	0.00	100.00%
5413000	HS Site Rent	36,027.24	36,027.24	0.00	100.00%
5433000	HS Site Center Utilities	28,570.55	28,599.08	(28.53)	100.09%
5451000	Facility Allocation	6,708.77	6,559.73	149.04	97.77%
5453000	HS Site Center Bldg Maint	36,386.78	38,324.25	(1,937.47)	105.32%
5510000	Supplies	23,312.52	23,312.52	0.00	100.00%
5512000	HS Class Room Supplies	24,824.39	24,824.39	0.00	100.00%
5514000	HS Medical Supplies	644.08	644.08	0.00	100.00%
5518000	HS Diapers and Wipes	10,050.69	10,050.69	0.00	100.00%
5622000	Internal Computer/Software	2,631.54	2,631.54	0.00	100.00%
5632000	Copier	5,729.10	5,674.11	54.99	99.04%

**CVCOG**

Summary Budget Comparison - DIR-Grant H03, Head Start FY 22-23  
From 6/1/2022 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
5711000	Insurance	1,286.00	1,053.51	232.49	81.92%
5721000	Printing	251.99	221.72	30.27	87.98%
5722000	Ads & Promotions	17.00	0.00	17.00	0.00%
5753000	Dues and fees	708.10	597.93	110.17	84.44%
5760000	HS Site Center Communications	4,142.00	3,989.03	152.97	96.30%
5762000	Postage/freight	121.00	0.00	121.00	0.00%
5796000	Safety	460.25	276.17	184.08	60.00%
Total 401	Early Head Start CAN NO 9-G064122	2,152,880.00	2,110,493.95	42,386.05	98.03%
402	Head Start T&TA CAN NO 9-G064120				
5308000	Head Start T & T A	61,964.00	62,795.45	(831.45)	101.34%
Total 402	Head Start T&TA CAN NO 9-G064120	61,964.00	62,795.45	(831.45)	101.34%
403	Early Head Start T&TA CAN NO 9-G064121				
5308000	Head Start T & T A	28,858.00	28,351.69	506.31	98.24%
Total 403	Early Head Start T&TA CAN NO 9-G064121	28,858.00	28,351.69	506.31	98.24%
409	Head Start InKind				
6791000	InKind Other	1,676,068.00	2,353,853.59	(677,785.59)	140.43%
Total 409	Head Start InKind	1,676,068.00	2,353,853.59	(677,785.59)	140.44%
Report Difference		0.00	0.00	0.00	0.00%

**CVCOG**  
 Summary Budget Comparison - DIR-Grant H05, Head Start FY 23-24  
 From 6/1/2023 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
H05	HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05				
004	Revenue				
4173000	HHS-ACF Head Start CFDA 93.600	6,704,272.00	529,548.01	(6,174,723.99)	7.89%
4411000	IK Contributions	1,676,068.00	0.00	(1,676,068.00)	0.00%
Total 004	Revenue	8,380,340.00	529,548.01	(7,850,791.99)	6.32%
400	Head Start CAN NO 9-G064122				
5110000	General Wages	2,265,026.98	189,457.09	2,075,569.89	8.36%
5150000	Vacation Time Allocation	26,228.64	2,122.59	24,106.05	8.09%
5151000	Medicare Tax	32,461.40	2,627.94	29,833.46	8.09%
5172000	Workers Comp Insurance	17,636.61	1,240.02	16,396.59	7.03%
5173000	SUTA	1,414.46	10.79	1,403.67	0.76%
5174000	Health Insurance Benefit	660,618.10	56,225.24	604,392.86	8.51%
5175000	Dental Insurance Benefit	25,746.75	2,054.72	23,692.03	7.98%
5176000	Life Insurance Benefit	15,927.64	1,399.47	14,528.17	8.78%
5177000	HSA Insurance Benefit	79,592.54	2,309.00	77,283.54	2.90%
5181000	Retirement	242,676.95	20,537.22	222,139.73	8.46%
5199000	Indirect Allocation	208,774.47	17,235.08	191,539.39	8.25%
5200000	Employee Health and Welfare	9,611.20	0.00	9,611.20	0.00%
5206000	HR Service Center	128,992.17	13,737.86	115,254.31	10.65%
5207000	Procurement Service Center	40,535.43	5,772.29	34,763.14	14.24%
5208000	Information Technology Service Center	64,545.00	5,512.14	59,032.86	8.53%
5291000	Contract Services	43,000.00	617.50	42,382.50	1.43%
5293000	HS Health & Disab Svc	2,322.03	0.00	2,322.03	0.00%
5294000	HS Policy Council	1,053.67	0.00	1,053.67	0.00%
5295000	HS Nutrition Service	3,999.01	0.00	3,999.01	0.00%
5296000	HS Parent Service	2,345.27	0.00	2,345.27	0.00%
5308000	Head Start T & T A	0.00	85.02	(85.02)	100.00%
5309000	Travel-In Region	4,484.07	57.81	4,426.26	1.28%
5351000	Fuel	160.00	111.31	48.69	69.56%
5361000	Vehicle Maintenance	200.00	18.00	182.00	9.00%
5413000	HS Site Rent	80,185.90	1,610.00	78,575.90	2.00%
5433000	HS Site Center Utilities	64,884.07	3,184.94	61,699.13	4.90%
5451000	Facility Allocation	92,562.39	3,436.88	89,125.51	3.71%
5453000	HS Site Center Bldg Maint	64,875.98	6,009.43	58,866.55	9.26%
5506000	Janitorial and Facility Supplies	39,615.28	0.00	39,615.28	0.00%
5509000	HS Delegate Supplies	99,636.78	0.00	99,636.78	0.00%
5510000	Supplies	17,411.70	1,130.38	16,281.32	6.49%
5512000	HS Class Room Supplies	54,345.08	1,737.16	52,607.92	3.19%
5514000	HS Medical Supplies	6,037.29	0.00	6,037.29	0.00%

**CVCOG**  
 Summary Budget Comparison - DIR-Grant H05, Head Start FY 23-24  
 From 6/1/2023 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
5515000	HS Disability Supplies	4,489.27	0.00	4,489.27	0.00%
5518000	HS Diapers and Wipes	9,012.16	0.00	9,012.16	0.00%
5622000	Internal Computer/Software	16,109.75	12,505.59	3,604.16	77.62%
5632000	Copier	28,424.29	264.72	28,159.57	0.93%
5711000	Insurance	9,496.42	0.00	9,496.42	0.00%
5721000	Printing	1,548.02	0.00	1,548.02	0.00%
5722000	Ads & Promotions	1,935.03	0.00	1,935.03	0.00%
5753000	Dues and fees	2,082.01	48.05	2,033.96	2.30%
5760000	HS Site Center Communications	11,845.00	1,338.19	10,506.81	11.29%
5762000	Postage/freight	1,161.02	44.52	1,116.50	3.83%
5791000	Other	25,826.56	0.00	25,826.56	0.00%
5796000	Safety	1,818.61	51.98	1,766.63	2.85%
Total 400	Head Start CAN NO 9-G064122	4,510,655.00	352,492.93	4,158,162.07	7.81%
401	Early Head Start CAN NO 9-G064122				
5110000	General Wages	1,154,183.01	102,993.33	1,051,189.68	8.92%
5150000	Vacation Time Allocation	13,220.16	455.62	12,764.54	3.44%
5151000	Medicare Tax	17,117.14	1,440.56	15,676.58	8.41%
5172000	Workers Comp Insurance	8,346.02	594.73	7,751.29	7.12%
5173000	SUTA	754.24	7.69	746.55	1.01%
5174000	Health Insurance Benefit	365,098.96	30,256.91	334,842.05	8.28%
5175000	Dental Insurance Benefit	14,229.27	1,113.47	13,115.80	7.82%
5176000	Life Insurance Benefit	8,598.92	737.23	7,861.69	8.57%
5177000	HSA Insurance Benefit	43,987.83	1,607.20	42,380.63	3.65%
5181000	Retirement	127,965.41	11,164.52	116,800.89	8.72%
5199000	Indirect Allocation	108,759.09	9,322.98	99,436.11	8.57%
5200000	Employee Health and Welfare	1,439.40	0.00	1,439.40	0.00%
5206000	HR Service Center	57,471.27	4,103.52	53,367.75	7.14%
5207000	Procurement Service Center	11,835.16	1,724.19	10,110.97	14.56%
5208000	Information Technology Service Center	28,757.43	1,646.48	27,110.95	5.72%
5291000	Contract Services	677.97	0.00	677.97	0.00%
5293000	HS Health & Disab Svc	677.97	0.00	677.97	0.00%
5294000	HS Policy Council	130.03	0.00	130.03	0.00%
5295000	HS Nutrition Service	225.99	0.00	225.99	0.00%
5296000	HS Parent Service	289.43	0.00	289.43	0.00%
5309000	Travel-In Region	1,255.93	27.21	1,228.72	2.16%
5351000	Fuel	100.00	20.66	79.34	20.66%
5413000	HS Site Rent	35,570.10	0.00	35,570.10	0.00%
5433000	HS Site Center Utilities	27,530.79	582.14	26,948.65	2.11%
5451000	Facility Allocation	0.00	859.22	(859.22)	100.00%
5453000	HS Site Center Bldg Maint	18,871.91	2,614.37	16,257.54	13.85%

**CVCOG**

Summary Budget Comparison - DIR-Grant H05, Head Start FY 23-24  
From 6/1/2023 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
5506000	Janitorial and Facility Supplies	11,566.51	0.00	11,566.51	0.00%
5509000	HS Delegate Supplies	4,363.72	0.00	4,363.72	0.00%
5510000	Supplies	7,757.62	243.61	7,514.01	3.14%
5512000	HS Class Room Supplies	9,541.47	442.94	9,098.53	4.64%
5514000	HS Medical Supplies	1,762.71	0.00	1,762.71	0.00%
5515000	HS Disability Supplies	1,310.73	0.00	1,310.73	0.00%
5518000	HS Diapers and Wipes	8,956.99	0.00	8,956.99	0.00%
5622000	Internal Computer/Software	4,703.58	3,676.40	1,027.18	78.16%
5632000	Copier	3,375.71	2.97	3,372.74	0.08%
5711000	Insurance	1,965.62	0.00	1,965.62	0.00%
5721000	Printing	451.98	0.00	451.98	0.00%
5722000	Ads & Promotions	564.97	0.00	564.97	0.00%
5753000	Dues and fees	617.99	8.97	609.02	1.45%
5760000	HS Site Center Communications	2,743.60	272.29	2,471.31	9.92%
5762000	Postage/freight	338.98	0.00	338.98	0.00%
5796000	Safety	819.39	1.63	817.76	0.19%
Total 401	Early Head Start CAN NO 9-G064122	2,107,935.00	175,920.84	1,932,014.16	8.35%
402	Head Start T&TA CAN NO 9-G064120				
5308000	Head Start T & T A	56,824.00	395.35	56,428.65	0.69%
Total 402	Head Start T&TA CAN NO 9-G064120	56,824.00	395.35	56,428.65	0.70%
403	Early Head Start T&TA CAN NO 9-G064121				
5308000	Head Start T & T A	28,858.00	738.89	28,119.11	2.56%
Total 403	Early Head Start T&TA CAN NO 9-G064121	28,858.00	738.89	28,119.11	2.56%
409	Head Start InKind				
6791000	InKind Other	1,676,068.00	0.00	1,676,068.00	0.00%
Total 409	Head Start InKind	1,676,068.00	0.00	1,676,068.00	0.00%
	Total Expenditures	8,380,340.00	529,548.01	7,850,791.99	
	Total Revenue Over Expenditures	0.00	0.00	0.00	

**CVCOG**

Summary Budget Comparison - DIR-Grant H05, Head Start FY 23-24  
From 6/1/2023 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
	Head Start (Project 400, 402)	4,567,479.00	352,888.28	4,214,590.72	7.73%
	Early Head Start (Project 401, 403)	2,136,793.00	176,659.73	1,960,133.27	8.27%
	Total Federal	6,704,272.00	529,548.01	6,174,723.99	7.90%
	Total Non-Federal, includes Local Funds	1,676,068.00	0.00	1,676,068.00	0.00%
	Grand Total HHS Head Start Expenditures	8,380,340.00	529,548.01	7,850,791.99	6.32%
	CVCOG Head Start Admin	53,238.10			
	CVCOG Administrative Indirect	26,558.06			
	Total Administrative	79,796.16			

Administrative Percentage of Approved Budget  
Non-Federal Percentage of Total Expenditures

0.95% Note: Administrative Maximum Percentage is 15%  
0.00% Note: match should be 20% or more



**CVCOG**

Summary Budget Comparison - DIR-Grant 829, ARP and CRRSA Head Start Funding  
From 6/1/2021 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
829	HHS-ACF Grant 829, Head Start FY 21-22 06CH010970				
004	Revenue				
4170000	HHS-ACF Head Start ARP 06HE001000 C6	676,023.00	583,853.58	92,169.42	86.36%
4172000	HHS-ACF Head Start CRRSA 06HE001000 C5	170,048.00	170,048.00	0.00	100.00%
4523000	Local Revenue	8,405.34	10,253.29	(1,847.95)	121.98%
4711000	Sale of Equipment	11,949.79	11,949.79	0.00	100.00%
<b>Total 004</b>	<b>Revenue</b>	<b>866,426.13</b>	<b>776,104.66</b>	<b>90,321.47</b>	<b>89.58%</b>
404	Head Start CRRSA CAN 9-G064122				
5174000	Health Insurance Benefit	31,556.97	31,556.97	0.00	100.00%
5199000	Indirect Allocation	1,953.36	1,953.36	0.00	100.00%
5512000	HS Class Room Supplies	1,393.44	1,393.44	0.00	100.00%
5622000	Internal Computer/Software	115,276.43	115,276.43	0.00	100.00%
5734000	HS Capital Playground	1,826.87	1,826.87	0.00	100.00%
<b>Total 404</b>	<b>Head Start CRRSA CAN 9-G064122</b>	<b>152,007.07</b>	<b>152,007.07</b>	<b>0.00</b>	<b>100.00%</b>
405	Early Head Start CRRSA CAN 9-G064122				
5174000	Health Insurance Benefit	16,989.30	16,989.30	0.00	100.00%
5199000	Indirect Allocation	1,051.63	1,051.63	0.00	100.00%
<b>Total 405</b>	<b>Early Head Start CRRSA CAN 9-G064122</b>	<b>18,040.93</b>	<b>18,040.93</b>	<b>0.00</b>	<b>100.00%</b>
406	Early Head Start Conversion ARP CAN 9-G064122				
5453000	HS Site Center Bldg Maint	12,317.16	12,317.16	0.00	100.00%
5510000	Supplies	1,758.88	1,758.88	0.00	100.00%
5512000	HS Class Room Supplies	20,919.00	20,919.00	0.00	100.00%
5622000	Internal Computer/Software	2,248.44	2,248.44	0.00	100.00%
5734000	HS Capital Playground	15,672.77	15,672.77	0.00	100.00%
<b>Total 406</b>	<b>Early Head Start Conversion ARP CAN 9-G064122</b>	<b>52,916.25</b>	<b>52,916.25</b>	<b>0.00</b>	<b>100.00%</b>
410	Head Start ARP CAN NO 9-G064122				
5110000	General Wages	34,213.00	34,213.00	0.00	100.00%
5151000	Medicare Tax	496.09	496.09	0.00	100.00%
5172000	Workers Comp Insurance	270.86	270.86	0.00	100.00%
5174000	Health Insurance Benefit	94,551.72	86,983.65	7,568.07	91.99%
5177000	HSA Insurance Benefit	3,502.19	3,275.87	226.32	93.53%
5181000	Retirement	4,095.25	4,095.25	0.00	100.00%
5199000	Indirect Allocation	8,216.80	7,983.36	233.44	97.15%
5200000	Employee Health and Welfare	1,997.55	1,997.55	0.00	100.00%
5207000	Procurement Service Center	472.04	472.04	0.00	100.00%
5308000	Head Start T & T A	186.25	186.25	0.00	100.00%
5451000	Facility Allocation	9,976.99	9,976.99	0.00	100.00%
5453000	HS Site Center Bldg Maint	51,406.07	44,334.33	7,071.74	86.24%

CVCOG

Summary Budget Comparison - DIR-Grant 829, ARP and CRRSA Head Start Funding  
From 6/1/2021 Through 6/30/2023

Account Code	Account Title	YTD Budget \$ - Original	YTD Actual	YTD Budget \$ Variance - Original	Percent Total Budget Used
5510000	Supplies	35,826.58	7,384.32	28,442.26	20.61%
5512000	HS Class Room Supplies	52,799.02	45,235.89	7,563.13	85.67%
5514000	HS Medical Supplies	1,665.86	1,665.86	0.00	100.00%
5518000	HS Diapers and Wipes	300.00	0.00	300.00	0.00%
5622000	Internal Computer/Software	39,201.21	38,681.61	519.60	98.67%
5623000	Internal Capital Equipment	53,422.21	53,422.21	0.00	100.00%
5734000	HS Capital Playground	77,575.04	40,026.70	37,548.34	51.59%
5753000	Dues and fees	106.97	106.97	0.00	100.00%
5754000	Vehicle Registration	0.00	35.50	(35.50)	100.00%
Total 410	Head Start ARP CAN NO 9-G064122	470,281.70	380,844.30	89,437.40	80.98%
411	Early Head Start ARP CAN NO 9-G064122				
5110000	General Wages	18,787.00	18,787.00	0.00	100.00%
5151000	Medicare Tax	272.41	272.41	0.00	100.00%
5172000	Workers Comp Insurance	117.93	117.93	0.00	100.00%
5174000	Health Insurance Benefit	43,050.99	42,867.72	183.27	99.57%
5177000	HSA Insurance Benefit	2,461.51	2,298.60	162.91	93.38%
5181000	Retirement	2,248.85	2,248.85	0.00	100.00%
5199000	Indirect Allocation	4,175.87	4,085.30	90.57	97.83%
5200000	Employee Health and Welfare	143.55	143.55	0.00	100.00%
5207000	Procurement Service Center	140.99	140.99	0.00	100.00%
5308000	Head Start T & T A	69.75	69.75	0.00	100.00%
5451000	Facility Allocation	2,399.04	2,399.04	0.00	100.00%
5453000	HS Site Center Bldg Maint	16,839.58	16,838.86	0.72	99.99%
5510000	Supplies	1,278.47	1,219.42	59.05	95.38%
5512000	HS Class Room Supplies	17,931.16	17,931.16	0.00	100.00%
5514000	HS Medical Supplies	479.14	479.14	0.00	100.00%
5622000	Internal Computer/Software	7,305.92	7,305.92	0.00	100.00%
5734000	HS Capital Playground	32,895.65	32,895.65	0.00	100.00%
5753000	Dues and fees	27.24	27.24	0.00	100.00%
Total 411	Early Head Start ARP CAN NO 9-G064122	150,625.05	150,128.53	496.52	99.67%
997	Non Project				
5200000	Employee Health and Welfare	2,367.01	2,367.01	0.00	100.00%
5510000	Supplies	840.00	760.94	79.06	90.58%
5512000	HS Class Room Supplies	7,398.33	7,125.34	272.99	96.31%
5623000	Internal Capital Equipment	11,949.79	11,949.79	0.00	100.00%
Total 997	Non Project	22,555.13	22,203.08	352.05	98.44%
Report Difference		0.00	(35.50)	(35.50)	100.00%

**Head Start Credit Card/Open Account Transactions Summary  
(Detail Attached)**

<b>Head Start Transactions</b>	<b>June, 2023</b>
Citibank P-Card	13,707.74
Dean's Dairy	2,691.35
First Financial Credit Card	196.76
Lowes Pay and Save	432.65
Sysco Food Services	5,600.60
West Texas Fire Extinguisher	2,254.25
	<hr/>
	\$ 24,883.35
	<hr/>

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
829 - HHS-ACF Grant 829, Head Start FY 21-22 06CH010970  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5510000	Supplies	6/7/2023	2010824-6352268	Day HS purchase of 4 48x48 aluminum framed cork boards CBG	743.60
5510000	Supplies	6/8/2023	010452	Head Start Tom Green sites purchase of paint CB HS	48.96
5510000	Supplies	6/8/2023	066956	Head Start program purchase of gift cards for wellness event CB HS	354.94
5510000	Supplies	6/20/2023	3289438-6012269	Menard EHS purchase of 3 ink cartridge combo packs for printers CBG2	113.97
5510000	Supplies	6/28/2023	0835548-1139402	Head Start purchase of binder dividers with pockets CBG2	134.40
5510000	Supplies	6/28/2023	8196028-9207412	Head Start purchase of classification folders CBG2	518.20
5510000	Supplies	6/29/2023	2000110-69245300	HS COMSP purchase of lateral file cabinet CVG2	274.00
5510000	Supplies	6/29/2023	2200676-0965039	HS EDUDI purchase of rubber bands CBG2	59.35
					2,247.42
Total 829 - HHS-ACF Grant 829, Head Start FY 21-22 06CH010970					2,247.42

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H03 - HHS-ACF Grant H03, Head Start FY 22-23 06CH010970-04  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5296000	HS Parent Service	6/12/2023	25101990	Head Start Program purchase of tablecloth CBG	188.54
5433000	HS Site Center Utilities	5/16/2023	221727-180084 04-23	Blackshear Head Start site water utility service from 04/13/2023 to 05/11/2023 (acct# 221727-180084) CBG	233.06
5433000	HS Site Center Utilities	5/16/2023	221727-180086 04-23	Blackshear Head Start site water utility service from 04/18/2023 to 05/15/2023 (acct# 221727-180086) CBG	71.56
5433000	HS Site Center Utilities	5/31/2023	0691-001207067	Blackshear Head Start site temporary dumpster pickup and disposal service CBG	355.20
5433000	HS Site Center Utilities	5/31/2023	0691-001207901	Blackshear Head Start site trash services from 05/22/23 to 06/30/23 CBG	119.72
5433000	HS Site Center Utilities	5/31/2023	0691-001207922	Rio Vista Head Start site trash services from 05/31/23 to 06/30/23 CBG	11.66
5433000	HS Site Center Utilities	6/2/2023	221727-179684 05-23	Rio Vista HS site water utility service from 04/27/2023 to 05/30/2023 (acct# 221727-179684) CBG	404.36
5433000	HS Site Center Utilities	6/19/2023	05-0560-02 05-23	Eden Head Start water usage from 05/15/2023 to 06/15/2023 CBG	110.09
5453000	HS Site Center Bldg Maint	5/31/2023	38925	Rio Vista HS and Day HS - 4 20 x 20 single-sided styrene signs CB HS	150.00
5510000	Supplies	5/9/2023	9777701-4375429	HS FAMCO purchase of sticky notes JL CB	7.99
5510000	Supplies	6/14/2023	3328296-9232222	Head Start purchase of chair for family service worker to replace one that arrived torn in original order of 8 from May CBG	324.00
5760000	HS Site Center Communications	5/8/2023	0708195 05-23	HS rural phone service from 05/08/23 to 06/07/23 CBG	463.02
5760000	HS Site Center Communications	5/25/2023	07710150503019 05-23	Rio Vista HS site purchase of internet service for acct# 07710-150503-01-9 from 05/15/23 to 06/14/23 CBG	114.00

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H03 - HHS-ACF Grant H03, Head Start FY 22-23 06CH010970-04  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5760000	HS Site Center Communications	5/25/2023	07710150504017 05-23	Blackshear HS site purchase of internet service for acct# 07710-150504-01-7 from 05/15/23 to 06/14/23 CBG	105.16
5760000	HS Site Center Communications	5/25/2023	07710150505015 05-23	Day HS site purchase of internet service for acct# 07710-150505-01-5 from 05/15/23 to 06/14/23 CBG	139.77
5760000	HS Site Center Communications	6/10/2023	07710150890010 06-23	Day HS site phone service for acct# 07710-150890-01-0 from 05/25/23 to 06/24/23 CBG	50.17
Total H03 - HHS-ACF Grant H03, Head Start FY 22-23 06CH010970-04					2,848.30

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5295000	HS Nutrition Service	6/2/2023	031950	Day EHS purchase of nutrition items - Kendamil formula CBG	79.98
5295000	HS Nutrition Service	6/2/2023	2000109-31671963	Day EHS purchase of baby food - pear, apple, and banana CBG	56.00
5295000	HS Nutrition Service	6/7/2023	010201	Rio Vista EHS purchase of nutrition items for children CB HS	62.66
5295000	HS Nutrition Service	6/15/2023	2000110-57575868	Rio Vista EHS purchase of baby formula - 5 cans Enfamil Gentlease CBG	99.80
5513000	HS Food Serv Sup	6/4/2023	024136	Day EHS kitchen supplies - bottle nipples CBG	7.96
5513000	HS Food Serv Sup	6/5/2023	017279	Day EHS purchase of kitchen supplies - bottle nipples CBG	5.84
5513000	HS Food Serv Sup	6/14/2023	059111	Rio Vista EHS purchase of food service supplies - 5 oz baby bottles CB HS	44.23
5513000	HS Food Serv Sup	6/15/2023	8515031-8959427	Menard EHS purchase of 4 2-packs cups with spouts CBG	25.48
				Total H04 - Grant H04, CACFP Head Start Nutrition FY 22-23	381.95

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5308000	Head Start T & T A	6/5/2023	1676300	Day EHS Infant Toddler - English CDA Initial Application Fee for L. L. CB HS	425.00
5308000	Head Start T & T A	6/12/2023	16N8237780	Day HS/EHS purchase of 2 ServSafe Manager Books w/exam answer sheets (ESX7SP) CB HS	167.20
5308000	Head Start T & T A	6/29/2023	136046	Observer recertification for staff CB HS	125.00
5308000	Head Start T & T A	6/29/2023	ORD001075	Head Start purchase of Behavior Mastery for Preschools CB HS	99.00
5351000	Fuel	6/1/2023	038191	Head Start purchase of fuel for program cars CBG	41.01
5351000	Fuel	6/9/2023	029829	Head Start EDUDI - fuel for program vehicle CB HS	44.20
5361000	Vehicle Maintenance	6/29/2023	000375	Head Start purchase of car wash for program vehicle CB HS	18.00
5433000	HS Site Center Utilities	5/31/2023	0691-001207901	Blackshear Head Start site trash services from 05/22/23 to 06/30/23 CBG	922.65
5433000	HS Site Center Utilities	5/31/2023	0691-001207922	Rio Vista Head Start site trash services from 05/31/23 to 06/30/23 CBG	913.68
5433000	HS Site Center Utilities	6/19/2023	05-0560-02 05-23	Eden Head Start water usage from 05/15/2023 to 06/15/2023 CBG	97.14
5433000	HS Site Center Utilities	6/20/2023	0691-001208305	Day Head Start trash services for acct# 3-0691-2405694 from 06/01/23 to 06/30/23 CBG	569.39
5453000	HS Site Center Bldg Maint	6/1/2023	kn5n1wkk2mj3	Professional Commercial Security Monitoring, Fire Alarm Monitoring and Commercial Security Service agreement for Rio Vista Site, Day Site and Blackshear Site CBG	235.00
5453000	HS Site Center Bldg Maint	6/7/2023	36170704	Day- brackets/screws & scraper : materials needed to repair desk/floor ~ Facilities CB	54.56
5453000	HS Site Center Bldg Maint	6/9/2023	1404-00000447921	Rio Vista HS/EHS purchase of painting supplies - mini rollers, roller covers, and tray liners CB HS	29.65



CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5453000	HS Site Center Bldg Maint	6/14/2023	2000110-54773674	Rio Vista EHS purchase of 2 water hoses CBG	123.98
5453000	HS Site Center Bldg Maint	6/14/2023	2306-019948	Day EHS purchase of window screen CB Facilities	15.84
5453000	HS Site Center Bldg Maint	6/22/2023	0082823-2313067	Day HS/EHS purchase of 2 hose splitters CBG2	20.79
5510000	Supplies	6/7/2023	2138265-5741835	RV- 15 packs of plastic tab dividers ~ CBG	82.50
5510000	Supplies	6/7/2023	6236200-9682601	HS EHSED purchase of daily planner and calendar CBG	42.99
5510000	Supplies	6/8/2023	030483	Head Start Admin purchase of office supplies - double ticket roll and latch box CB HS	12.36
5510000	Supplies	6/9/2023	8899207-6859402	Rio Vista HS purchase of area rug and 2 cases of medical exam table paper CBG	284.43
5510000	Supplies	6/27/2023	3083756-7250602	HS Admin purchase of file jackets (5 boxes) CBG2	178.92
5512000	HS Class Room Supplies	6/2/2023	084804	Day EHS and FAMCO purchase of supplies - paint, tape, glue, glue guns, engravers, and storage containers CBG	315.48
5512000	HS Class Room Supplies	6/5/2023	0487956-5253067	Rio Vista HS/EHS purchase of 3-ring binders (2 4-packs) CBG	79.98
5512000	HS Class Room Supplies	6/12/2023	012059	Day HS and Rio Vista HS purchase of 13 aluminum corkboards CB HS	1,065.87
5512000	HS Class Room Supplies	6/15/2023	5781403-8956225	Head Start/Early Head Start purchase of self adhesive label holders for cots CBG	337.35
5622000	Internal Computer/Software	6/8/2023	10676972009	Day HS - dell dock ~ CBG	206.99
5753000	Dues and fees	6/5/2023	634406534	Day HS/EHS - TX HHSC Child Care Licensing Fee CB HS	16.62
5753000	Dues and fees	6/5/2023	634407318	Rio Vista HS/EHS - TX HHSC Child Care Licensing Fee CB HS	8.44
5753000	Dues and fees	6/5/2023	634407838	Ozona HS - TX HHSC Child Care Licensing Fee CB HS	2.30

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5753000	Dues and fees	6/5/2023	634430496	Menard HS/EHS - TX HHSC Child Care Licensing Fee CB HS	6.39
5753000	Dues and fees	6/5/2023	634431256	Eldorado HS - TX HHSC Child Care Licensing Fee CB HS	8.44
5753000	Dues and fees	6/5/2023	634435872	Eden HS - TX HHSC Child Care Licensing Fee CB HS	8.44
5753000	Dues and fees	6/5/2023	634438300	Blackshear HS - TX HHSC Child Care Licensing Fee CB HS	6.39
5760000	HS Site Center Communications	5/8/2023	0708195 05-23	HS rural phone service from 05/08/23 to 06/07/23 CBG	135.05
5760000	HS Site Center Communications	5/25/2023	07710150503019 05-23	Rio Vista HS site purchase of internet service for acct# 07710-150503-01-9 from 05/15/23 to 06/14/23 CBG	93.89
5760000	HS Site Center Communications	5/25/2023	07710150504017 05-23	Blackshear HS site purchase of internet service for acct# 07710-150504-01-7 from 05/15/23 to 06/14/23 CBG	86.60
5760000	HS Site Center Communications	5/25/2023	07710150505015 05-23	Day HS site purchase of internet service for acct# 07710-150505-01-5 from 05/15/23 to 06/14/23 CBG	115.10
5760000	HS Site Center Communications	6/10/2023	07710150890010 06-23	Day HS site phone service for acct# 07710-150890-01-0 from 05/25/23 to 06/24/23 CBG	172.03
5760000	HS Site Center Communications	6/17/2023	07710102810016 06-23	Blackshear HS site phone service for acct# 07710-102810-01-6 from 06/01/23 to 06/30/23 CBG	194.21
5760000	HS Site Center Communications	6/17/2023	07710150887017 06-23	Rio Vista HS site internet/phone service for acct# 07710-150887-01-7 from 06/01/23 to 06/30/23 CBG	159.08
5760000	HS Site Center Communications	6/25/2023	07710150503019 06-23	Rio Vista HS site internet service for acct# 07710-150503-01-9 from 06/15/23 to 07/14/23 CBG	207.89
5760000	HS Site Center Communications	6/25/2023	07710150504017 06-23	Blackshear HS site internet service for acct# 07710-150504-01-7 from 06/15/23 to 07/14/23 CBG	191.76

CVCOG  
Vendor Activity - Head Start Citibank P-Card  
H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5760000	HS Site Center Communications	6/25/2023	07710150505015 06-23	Day HS site internet service for acct# 07710-150505-01-5 from 06/15/23 to 07/14/23 CBG	254.87
5796000	Safety	6/8/2023	405SP0000162853	Criminal history search for prospective new employee on J.V. CB HR	3.32
5796000	Safety	6/13/2023	UZTX4TR18G	Daycare licensing (fingerprints) for prospective Head Start employee J.V. CB HR	40.58
5796000	Safety	6/27/2023	405SP0000173796	Criminal history search for prospective new employee on B.D. CB HR	3.32
5796000	Safety	6/30/2023	405SP0000176509	Criminal history search for prospective new employees on C.A. and A.M. CB HR	6.39
Total H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05					8,230.07
Report Opening/Current Balance					
Report Transaction Totals					13,707.74
Report Current Balances					

CVCOG  
Vendor Activity - Head Start Deans Dairy Corporate  
H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5295000	HS Nutrition Service	5/22/2023	652249147	Blackshear HS purchase of milk for children - 63 1% 9/CS and 6 2% lactose free	190.83
5295000	HS Nutrition Service	5/22/2023	652249148	Day HS/EHS purchase of milk for children - 36 whole 9/CS, 153 1% 9/CS, and 12 lactose free	549.69
5295000	HS Nutrition Service	5/23/2023	652054519	Rio Vista HS/EHS purchase of milk for children - 9 whole 9/CS, 117 1% 9/CS, and 6 skim lactose free	358.05
5295000	HS Nutrition Service	5/25/2023	650647025	Menard HS/EHS purchase of milk for children - 6 1% 9/CS	15.90
5295000	HS Nutrition Service	5/30/2023	650647359	Menard EHS purchase of milk for children - 2 whole 9/CS	5.30
5295000	HS Nutrition Service	5/30/2023	652249502	Day HS/EHS purchase of milk for children - 27 whole 9/CS and 81 1% 9/CS	287.01
5295000	HS Nutrition Service	5/31/2023	652054833	Rio Vista HS/EHS purchase of milk for children - 27 whole 9/CS and 27 1% 9/CS	143.91
5295000	HS Nutrition Service	6/5/2023	652249772	Day HS/EHS purchase of milk for children - 36 whole 9/CS and 81 1% 9/CS	311.13
5295000	HS Nutrition Service	6/7/2023	650647744	Menard HS/EHS purchase of milk for children - 1 whole 9/CS and 12 1% 9/CS	34.45
5295000	HS Nutrition Service	6/12/2023	652250171	Day HS/EHS purchase of milk for children - 36 whole 9/CS and 72 1% 9/CS	287.28
5295000	HS Nutrition Service	6/13/2023	650648096	Menard HS/EHS purchase of milk for children - 12 1% 9/CS	31.80
5295000	HS Nutrition Service	6/13/2023	652055479	Rio Vista HS/EHS purchase of milk for children - 9 whole 9/CS and 18 1% 9/CS	71.82
5295000	HS Nutrition Service	6/19/2023	652250565	Day HS/EHS purchase of milk for children - 27 whole 9/CS and 69 1% 9/CS	255.21

CVCOG  
Vendor Activity - Head Start Deans Dairy Corporate  
H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5295000	HS Nutrition Service	6/20/2023	650648456	Menard HS/EHS purchase of milk for children - 2 whole 9/CS and 9 1% 9/CS	29.15
5295000	HS Nutrition Service	6/20/2023	652055766	Rio Vista HS/EHS purchase of milk for children - 18 whole 9/CS, 18 1% 9/CS, and 6 skim lactose free 6BX	119.82
					<u>2,691.35</u>
Total H04 - Grant H04, CACFP Head Start Nutrition FY 22-23					2,691.35
Report Opening/Current Balance					<u>                    </u>
Report Transaction Totals					<u>2,691.35</u>
Report Current Balances					<u><u>                    </u></u>

CVCOG  
 Vendor Activity - Head Start First Financial Credit Card  
 829 - HHS-ACF Grant 829, Head Start FY 21-22 06CH010970  
 From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5510000	Supplies	6/7/2023	617054	Head Start program purchase of gift cards for wellness event FF JS	150.00
					150.00
				Total 829 - HHS-ACF Grant 829, Head Start FY 21-22 06CH010970	150.00

CVCOG  
 Vendor Activity - Head Start First Financial Credit Card  
 H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05  
 From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5351000	Fuel	6/22/2023	012201	Head Start EDUDI purchase of fuel for program vehicle FF CM	46.76
				Total H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05	46.76
Report Opening/Current Balance					_____
Report Transaction Totals					196.76
Report Current Balances					=====

CVCOG  
Vendor Activity - Head Start Lowes Pay and Save  
H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5295000	HS Nutrition Service	5/2/2023	230502-113-1-1-3	bananas, rice and vegetables for EL HS	21.31
5295000	HS Nutrition Service	5/4/2023	230504-120-1-1-30	apples for EL HS	4.14
5295000	HS Nutrition Service	5/4/2023	230504-120-1-1-48	pasta and sauce for EL HS	9.27
5295000	HS Nutrition Service	5/8/2023	230508-179-1-1-16	vegetables and fruit for EL HS	14.70
5295000	HS Nutrition Service	5/10/2023	230510-168-1-1-...	Fruit for EL HS	30.51
5295000	HS Nutrition Service	5/10/2023	230510-21-1-1-2	bananas for EL HS	6.20
5295000	HS Nutrition Service	5/15/2023	230515-21-1-1-27	Vegetables and fruit for EL HS	36.37
5295000	HS Nutrition Service	5/15/2023	230515-280-1-1-99	Ozona HS purchase of nutrition items	259.87
5295000	HS Nutrition Service	5/23/2023	230523-21-1-1-19	milk, pasta,bread,vegetables and fruit for EL HS	40.65
5295000	HS Nutrition Service	6/7/2023	230607-365-1-1-...	Menard EHS purchase of nutrition items	3.19
5295000	HS Nutrition Service	6/12/2023	230612-348-2-2-11	Menard EHS purchase of nutrition items	6.44
					432.65
				Total H04 - Grant H04, CACFP Head Start Nutrition FY 22-23	432.65
Report Opening/Current Balance					
Report Transaction Totals					432.65
Report Current Balances					



CVCOG  
Vendor Activity - Head Start Sysco  
H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5295000	HS Nutrition Service	5/6/2023	278590565	Day HS/EHS credit for sour cream damaged on truck	(7.94)
5295000	HS Nutrition Service	5/16/2023	278597184	Eldorado HS credit for refused invoice	(394.91)
5295000	HS Nutrition Service	6/2/2023	278610315	Day HS/EHS purchase of nutrition items for children and kitchen supplies	1,502.14
5295000	HS Nutrition Service	6/3/2023	278611128	Day HS/EHS purchase of nutrition items for children	77.08
5295000	HS Nutrition Service	6/3/2023	278611129	Day HS/EHS purchase of nutrition items for children	63.24
5295000	HS Nutrition Service	6/6/2023	278612634	Rio Vista HS/EHS purchase of nutrition items for children and kitchen supplies	641.95
5295000	HS Nutrition Service	6/8/2023	278614006	Day HS/EHS purchase of nutrition items for children	637.95
5295000	HS Nutrition Service	6/13/2023	278616849	Rio Vista HS/EHS purchase of nutrition items for children and kitchen supplies	436.62
5295000	HS Nutrition Service	6/15/2023	278618117	Day HS/EHS purchase of nutrition items for children and kitchen supplies	1,253.45
5295000	HS Nutrition Service	6/20/2023	278620997	Rio Vista HS/EHS purchase of nutrition items for children and kitchen supplies	516.89
5513000	HS Food Serv Sup	6/2/2023	278610315	Day HS/EHS purchase of nutrition items for children and kitchen supplies	33.95
5513000	HS Food Serv Sup	6/6/2023	278612634	Rio Vista HS/EHS purchase of nutrition items for children and kitchen supplies	197.88
5513000	HS Food Serv Sup	6/13/2023	278616849	Rio Vista HS/EHS purchase of nutrition items for children and kitchen supplies	170.65
5513000	HS Food Serv Sup	6/15/2023	278618117	Day HS/EHS purchase of nutrition items for children and kitchen supplies	202.40
5513000	HS Food Serv Sup	6/20/2023	278620997	Rio Vista HS/EHS purchase of nutrition items for children and kitchen supplies	269.25
					5,600.60
				Total H04 - Grant H04, CACFP Head Start Nutrition FY 22-23	5,600.60

CVCOG  
 Vendor Activity - Head Start Sysco  
 H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
 From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
Report Opening/Current Balance					
Report Transaction Totals					5,600.60
Report Current Balances					

CVCOG  
Vendor Activity - Head Start West Texas Fire Extinguisher  
H04 - Grant H04, CACFP Head Start Nutrition FY 22-23  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5513000	HS Food Serv Sup	6/7/2023	278209	Day HS/EHS purchase of kitchen supplies - 4 packs M gloves and 4 packs XL gloves	95.88
5513000	HS Food Serv Sup	6/21/2023	279009	Rio Vista HS/EHS general and kitchen supplies - delimer, paper towels, and trash can liners	28.40
					124.28
				Total H04 - Grant H04, CACFP Head Start Nutrition FY 22-23	124.28

CVCOG  
Vendor Activity - Head Start West Texas Fire Extinguisher  
H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05  
From 6/1/2023 Through 6/30/2023

<u>Line Item Code</u>	<u>Line Item Title</u>	<u>Document Date</u>	<u>Document Number</u>	<u>Document Description</u>	<u>Expenses</u>
5453000	HS Site Center Bldg Maint	6/2/2023	278033	Day HS- Annual fire extinguisher inspection, maintenance, and recharge	558.81
5453000	HS Site Center Bldg Maint	6/7/2023	278279	Rio Vista HS- Annual Fire Extinguisher Inspection, maintenance, and recharge.	365.95
5453000	HS Site Center Bldg Maint	6/13/2023	278595	Christoval HS - Annual Fire Extinguisher Inspection	8.50
5453000	HS Site Center Bldg Maint	6/13/2023	278596	Eldorado HS - Annual Fire Extinguisher Inspection	42.50
5510000	Supplies	6/9/2023	278418	RV HS cleaning supplies	397.69
5510000	Supplies	6/12/2023	278474	Rio Vista HS/EHS - 2 mop heads and 4 20 floor pads	56.50
5510000	Supplies	6/21/2023	279009	Rio Vista HS/EHS general and kitchen supplies - delimer, paper towels, and trash can liners	318.60
5512000	HS Class Room Supplies	6/9/2023	278418	RV HS cleaning supplies	268.13
5512000	HS Class Room Supplies	6/9/2023	278418-01	HS RV Cleaning supplies	113.29
				Total H05 - HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05	2,129.97
Report Opening/Current Balance					
Report Transaction Totals					2,254.25
Report Current Balances					

***Concho Valley Council of  
Governments  
Christoval Head Start***

***EMERGENCY RESPONSE PLAN***



20065 3<sup>rd</sup>. St.  
Christoval, TX 76935

Updated July 2022

**For Official Use Only**

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

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## **CRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

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# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **II. INTRODUCTION**

### **A. Introduction:**

1. Emergencies can occur anytime-anywhere. Violence can happen even in an environment dedicated to children and families. We must ensure that our staff, children and families are prepared to effectively handle a wide range of dangerous situations to continue to provide a safe environment where learning can occur.
2. A comprehensive site Emergency Response Plan must be developed and all staff members trained in order to effectively respond during emergencies.

### **B. Purpose:**

1. This plan is designed to providing practical guidelines to enable staff to properly prepare and respond to a wide range of emergency and disaster situations. In any emergency situation, the Head Start / Early Head Start program's overriding mission is to:
    - a. Protect life.
    - b. Secure the facilities and infrastructure.
    - c. Resume program operations.
  2. This plan will provide step-by-step guidelines to help deal with emergencies that may occur. Planning, preparation, and training will help staff personnel learn the proper courses of action to take during an emergency. This plan cannot foresee all possible circumstances of an emergency. Staff must be prepared to evaluate all the circumstances and make sound judgments based on the situation. This plan should address three key areas to ensure plan / response effectiveness:
    - a. Personnel--who is assigned to do what. Personnel will be assigned to one of Emergency Response Groups that make up the Emergency Response Team. Emergency Response Groups are identified in Appendix A.
    - b. Training--who is trained to do what. All personnel will be trained to accomplish their assigned duties. A training matrix listing all personnel and completed training will be identified in Appendix B.
    - c. Equipment--what equipment is needed for training and response. A list of equipment need for both training and response will be maintained. All equipment will be documented as on-hand or identified as a shortfall in Appendix C.
- Drills will be conducted periodically to test the effectiveness of the plan. A debriefing shall be conducted after each drill to receive feedback from all participants on the effectiveness of the plan. Identified weaknesses will be addressed to strengthen the plan. Drills conducted shall be documented on the Drill Log in Appendix D.
  - Each classroom will be supplied with a classroom Emergency Response Procedures Guide; section IV of this plan that provides instructions on how to respond to specific events as determined by the site emergency planning committee.



# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## C. Plan Maintenance:

1. An emergency planning committee will be established consisting of site staff from the following disciplines. (Select as appropriate)

Director	Food Service staff
Office Staff	Monitor / Safety personnel
Maintenance	Teachers / Caregivers
Parents / Volunteers	

2. In addition to site personnel, the planning committee should also seek assistance from the following local agencies:

Law Enforcement	Fire / Emergency Medical
Emergency Management	County Health Department

3. This plan shall be reviewed and updated annually and when changes are deemed necessary because of a response drill or emergency. The update shall be documented in the Plan Review Appendix E.

4. The completed plan will be signed by the persons identified on the Approval Statement (next page).

5. A copy of this plan will be filed at the Concho Valley Council of Governments administrative office, with Health Manager.

6. The original plan will be kept at the Head Start Center.

## D. Approval Statement:

The Center Safety Plan for Christoval Head Start has been reviewed and found to comply with the Head Start Act (other directives?).

 _____	7/19/23 Date	 _____	7/19/23 Date
Executive Director		Agency Director	
 _____	7-19-23 Date	 _____	7-19-23 Date
Health Manager		State Collaborator	

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## D. Approval Statement:

The Center Safety Plan for Christoval Head Start has been reviewed and found to comply with the Head Start Act (other directives?).

_____ Site Administrator	_____ Date	_____ Law Enforcement	_____ Date
_____ Fire / EMS (if applicable)	_____ Date	_____ Local Emergency Management (if applicable)	_____ Date
_____ County Health Department (If applicable)	_____ Date	[ _____ ] other	_____ Date

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## III. BASIC PLAN

### A. Situation:

1. The center sits on at [20065 3<sup>rd</sup>. St]. The site consists of [1] buildings. There is an Average Daily Membership of [20 children] and [3] staff members. Hazards of the center grounds buildings and surrounding community includes none.
2. The Head Start Director / Executive Director have the primary responsibility for developing and implementing the site Emergency Response Plan and executing Head Start policies.
3. Site personnel and / or local fire and law enforcement agencies handle most site emergencies.

### B. Assumptions:

- a. During an emergency, centralized direction and control [i.e., senior staff] is the most effective approach to management of emergency operations.
- b. In case of an emergency that is beyond the capabilities of the site to handle, site personnel will coordinate with local emergency response agencies. This may include having a member or members act as liaison with responding agencies.

### C. Command and Communications:

1. The order of succession for the Head Start / Early Head Start emergency response program is:
  - The Head Start / Early Head Start Director
  - The Education Manager
  - Health Manager and Facilities Manager
  - Site Supervisor
  - \*If the director is unavailable, the next individual must assume incident command.
2. When an emergency condition exists, Site Supervisor will notify the necessary personnel to respond to their area of assignment. The methods of communication listed below in descending order will be used with "a" being the primary mode of communication followed by alternative modes.
  - a. Telephone
  - b. Messenger

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **D. Staff Response Roles:**

1. How a program manages and responds to a crisis greatly affects the public's perception of the organization.
2. The County Judge (Judge Lane Carter) may make a Declaration of a State or Local Emergency for a disaster or potential disaster in Tom Green County. The declaration would be issued from the Emergency Operations Center.
3. Advisories for internal disasters would be issued by the Head Start / Early Head Start Director, Education Manager, or Health and Facilities Manager. If none of the preceding is present, the Site Supervisor in charge at any program site may declare an emergency and then promptly notify the appropriate Management Team member. The agencies Emergency Response Team will consist of three groups:

a. The Administrative Group consists of the Director / Executive Director and office staff that provides the support framework for the Agency. This group is responsible for:

1. Emergency Response Plan Oversight
2. Incident Command
3. Public Relations
4. Human Resources
5. Media / Information Release
6. Finance
7. Long Term Recovery

b. The Support Group includes individuals that provide support to teachers and students such as food service, maintenance and safety personnel. This group may include parents and volunteers and is responsible for:

1. Food Service
2. Site Safety
3. Building Operations
4. Transportation
5. Short Term Mitigation

c. The Teachers Group consist of those whose daily duties involves direct care for the students. This group is responsible for:

1. Providing / Receiving Information
2. Student Accountability
3. Classroom Security
4. Classroom Evacuation

## **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

4. In the event of an emergency all staff persons are to assume responsibility for the following actions:

1. Initiation of steps to safeguard the children, staff and property
2. Notification of authorities and center staff
3. Initiation of steps to mitigate or contain the situation
4. Implementation of evacuation procedures

5. In addition, the Director / Executive Director of Head Start / Early Head Start (or designee) will assume the role of Site Supervisor for all emergencies and or disasters.

### **E. Debriefing:**

Because the demands of responding to a crisis are intense and place staff under a great deal of stress, it is advisable to engage staff in a "debriefing". This process should be undertaken with a trained professional. The debriefing allows staff an opportunity to express feelings and receive emotional support. For others, it provides the opportunity to learn and to become better prepared for crisis.

### **F. Deactivation:**

When emergency conditions are stabilized and normal program operations can resume, the Head Start / Early Head Start Director will deactivate the Crisis / Emergency Plan. A formal announcement will be disseminated. If the nature of the incident requires an extension of some emergency services, special work groups may be appointed to coordinate those continuing activities, which may include:

1. Ongoing repairs,
2. Space re-assignments or adjustments,
3. Support services for children, staff and parents,
4. Community relief efforts,
5. Cost recovery (develop cost and loss documentation forms).

Immediately following the end of an emergency or crisis, a survey of the Emergency Team members and involved staff will be conducted to evaluate the effectiveness of the response. Survey results will help determine whether portions of the Emergency Plan must be modified due to the crisis event. The Head Start / Early Head Start Director in conjunction with the Management Team will prepare a written "Crisis Summary Report" analyzing post-event observation, and will coordinate appropriate plan revisions (this also applies to weather related crisis situations).

### **G. Recovery**

After dealing with the stress and trauma involved in a crisis, it is important to note that the initial crisis may be resolved, but many ancillary issues may still exist. The recovery phase is an important time to deactivate the plan, reassess the effectiveness of the efforts, and evaluate the program's ability to conduct normal business.

**EMERGENCY PROCEDURES  
ANNEXES**

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## A. ANIMALS

- Ensure the safety of students and staff first.
- Call 911, if necessary. (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup> St., Christoval, TX 76935, 325-896-7281***)
- Call Animal Control {325-653-8056 / *Humane Society of Tom Green County*}.
- Notify CPR / first aid certified personnel of medical emergencies (names of CPR / first aid certified persons are listed in Appendix B).
- Notify Site Supervisor. Site Supervisors assembles Emergency Response Team Members.
- Seal off area if animal(s) still present.
- Site Supervisors notifies authorities and parents of students involved.
- Assess counseling needs of victim(s) or witness(s). Implement post-crisis procedures.

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **B. ASSAULT / FIGHT**

- Ensure the safety of students and staff first.
- Call 911, if necessary. (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup> St., Christoval, TX 76935, 325-896-7281***)
- Notify CPR / first aid certified persons of medical emergencies (names of CPR / first aid certified persons are listed in Appendix B).
- Notify the Site Supervisor. Site Supervisor assembles Emergency Response Team Members.
- Seal off area where assault took place.
- Defuse situation, if possible.
- Site Supervisor notifies police if weapon was used, victim has physical injury causing substantial pain or impairment of physical condition, or assault involved sexual contact (intentional touching of anus, breast, buttocks or genitalia of another person in a sexual manner without consent. This includes touching of those areas covered by clothing).
- Site Supervisor notifies parents of students involved in assault.
- Document all activities. Ask victim(s) / witness (es) for their account of incident.
- Assess counseling needs of victim(s) / witness (es). Implement post-crisis procedures.



# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## C. BOMB THREAT

### Upon receiving a message that a bomb has been planted in center:

- Use bomb threat checklist (next page).
- Ask where the bomb is located, when will the bomb go off, what materials are in the bomb, who is calling, why is caller doing this.
- Listen closely to caller's voice and speech patterns and to noises in background.
- Do NOT hang up, even if the caller does. **(The police may be able to trace the call)**
- Notify Site Supervisor or designee.
- Site Supervisor orders evacuation of all persons inside center building(s).
- Site Supervisor notifies police (call 911). Site Supervisor must report incident to police. **(Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281)**

### Evacuation procedures:

- Site Supervisor warns students and staff. Do not mention "Bomb Threat". Use standard fire drill procedures.
- Direct students to take their belongings.
- Students and staff must be evacuated to a safe distance outside of center building(s). Site Supervisor may move students to Christoval High School, 20454 Toe Nail Trail Road if weather is inclement or building is damaged. Primary relocation center

*(500 feet is general rule. Consult with local bomb disposal unit)*

- Teachers take roll after being evacuated.
- No one may re-enter the building(s) until fire or police personnel declare them safe.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## C. BOMB THREAT CHECKLIST

### Description Detail Report

#### Questions to ask:

- 1) When is the bomb going to explode?
- 2) Where is it right now?
- 3) What does it look like?
- 4) What kind of bomb is it?
- 5) What will cause it to explode?
- 6) Did you place the bomb?
- 7) Why?
- 8) What is your address?
- 9) What is your name?

Exact wording of the threat: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sex of Caller: \_\_\_\_\_ Race: \_\_\_\_\_

Length of call: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Number at which call was received: \_\_\_\_\_

#### Notes:

### Callers Voice - Circle as applicable:

- |            |                   |
|------------|-------------------|
| • Calm     | • Nasal           |
| • Angry    | • Stutter         |
| • Excited  | • Lisp            |
| • Slow     | • Raspy           |
| • Rapid    | • Deep            |
| • Soft     | • Ragged          |
| • Loud     | • Clearing Throat |
| • Laughter | • Deep Breathing  |
| • Crying   | • Cracked Voice   |
| • Normal   | • Disguised       |
| • Distinct | • Accent          |
| • Slurred  | • Familiar        |

If voice is familiar, whom did it sound like?

### Background Sounds:

- |                 |                     |
|-----------------|---------------------|
| • Street Noises | • Factory Machinery |
| • Animal Noises | • Voices            |
| • Clear         | • PA System         |
| • Static        | • Local Call        |
| • Music         | • Long Distance     |
| • House Noises  | • Phone Booth       |
| • Motor         | • Office Machinery  |
| • Other _____   |                     |

### Threat Language:

- Well Spoken (educated)
- Incoherent
- Foul
- Irrational by threat maker
- Taped
- Message read

Remarks: \_\_\_\_\_

\_\_\_\_\_

**CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

**D. BUS INCIDENT**

**Bus Driver / Monitor**

Not Applicable

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## E. EVACUATION

- Site Supervisor (SS) initiates evacuation procedures.
- SS determines if students and staff should be evacuated outside of building or to Christoval High School, 20454 Toe Nail Trail Road relocation center.
- Site Supervisor notifies relocation center.
- Direct students and staff to follow evacuation drill procedures and route. Follow alternate route if normal route is too dangerous.
- Support Group secures the building (all windows, doors etc.).
- Support Group turns off lights, electrical equipment, gas, water faucets, air conditioning and heating system.
- Support Group personnel assist evacuation process.
- Child's teacher will be responsible for any disabled and non-English speaking students. Site Supervisor will be responsible for any disabled staff.

### 1. Teachers / Teachers Assistances:

- Direct students to follow normal evacuation drill procedures unless SS alters route.
- Take classroom roster and emergency kit.
- Close classroom doors and turn out lights.
- When outside building, account for all students. Inform Site Supervisor immediately of missing student(s).
- If students are evacuated, stay with class unless relieved by buddy teacher. Take roll again when you arrive at the relocation center.

### 2. Relocation Centers

List primary and secondary student relocation centers: (Site Supervisor, Teacher's & Teacher's Aides will transport children if necessary.)

#### Primary Relocation Center

Christoval High School  
20454 Ranch Rd. / 325-896-2520

#### Secondary Relocation Center

The Baptist Church  
20085 Toe Nail Trail Road/325-896-2757

## **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

### **F. FIRE**

**In the event a fire or smoke from a fire has been detected:**

- Activate fire alarm.
- Evacuate students and staff to a safe distance outside of building.
- Follow normal fire drill route. Follow alternate route if normal route is too dangerous.
- Teachers take class roster & emergency information.
- Site Supervisor notifies police / fire (call 911). (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281***)
- Teachers take roll after being evacuated.
- Site Supervisor may move students to Christoval ISD if weather is inclement or building is damaged.  
Primary relocation center
- No one may re-enter building(s) until entire building(s) is declared safe by fire or police personnel.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

# **CRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **G. GAS LEAK**

### **If gas odor has been detected in the building:**

- Evacuate students and staff to a safe distance outside of building.
- Follow normal fire drill route. Follow alternate route if normal route is too dangerous.
- Teachers take class roster & emergency information.
- Site Supervisor notifies police and fire (call 911). (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281***)
- Teachers take roll after being evacuated.
- Site Supervisor may move students to Christoval ISD, if weather is inclement or building is damaged. Primary relocation center
- No one may re-enter building(s) until fire or police personnel declare entire building(s) safe.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

### **If gas odor has been detected outside the building:**

- Site Supervisor notifies police and fire department (call 911).
- Site Supervisor determines whether to shelter in place or evacuate. Fire personnel will assist with decision.
- Site Supervisor may move students to Christoval ISD, if weather is inclement or building is damaged. Primary relocation center
- No one may re-enter building(s) until fire or police personnel declare entire building(s) safe.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## H. GENERAL EMERGENCY

- Notify 911 (if necessary) and the Site Supervisor. (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281***)
- Notify CPR / first aid certified persons in center building of medical emergencies, if necessary. (Names of CPR / first aid certified persons are listed in Appendix B).
- Seal off high-risk area.
- Take charge of area until incident is contained or relieved.
- Assemble Emergency Response Team.
- Preserve evidence. Keep detailed notes of incident.
- Refer media to 

<u>Head Start Director</u>	<u>325-944-9666</u>
Agency Spokesperson	Telephone Numbers

# **CRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **I. HAZARDOUS MATERIALS EVENT**

### **Incident occurred in center:**

- Call 911. (*Dial 911, Give Site Information: Cristoval Head Start, 20065 3<sup>rd</sup>. St., Cristoval, TX 76935, 325-896-7281*)
- Notify Site Supervisor.
- Mitigate situation (if you safely do so) by sealing off area, utilizing shut of valve
- Take charge of area until fire personnel contain incident.
- Fire officer in charge will recommend shelter or evacuation actions.
- Follow procedures for sheltering or evacuation.
- Notify parents if students are evacuated. Post sign on entrance to alert others.
- Resume normal operations after consulting with fire officials.

### **Incident occurred near center property:**

- Fire or police will notify Center.
- Fire officer in charge of scene will recommend shelter or evacuation actions.
- Follow procedures for sheltering or evacuation.
- Notify parents if students are evacuated.
- Resume normal operations after consulting with fire officials.



# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **J. INFECTION CONTROL ACTIONS**

### **I.**

- Give special attention to teaching staff, children, and their parents on how to limit the spread of infection. (For example, use good hand washing; cover the mouth when coughing or sneezing; clean toys frequently.) Programs should already be teaching these things to build habits that protect children from disease. (See [www.cdc.gov/flu/school/](http://www.cdc.gov/flu/school/) and [www.healthykids.us/cleanliness.htm](http://www.healthykids.us/cleanliness.htm).)

### **II.**

- Keep a good supply of things you will need to help control the spread of infection. (For example, keep on hand plenty of soap, paper towels, and tissues.) Store the supplies in easy-to-find places.

### **III.**

- Tell families that experts recommend yearly flu shots for all children 6 months to 5 years old and for anyone who cares of children in that age range. (See [www.cdc.gov/od/oc/media/pressrel/r060223.htm](http://www.cdc.gov/od/oc/media/pressrel/r060223.htm).)

### **IV.**

- Encourage staff to get flu shots each year. (See [www.cdc.gov/flu/protect/preventing.htm](http://www.cdc.gov/flu/protect/preventing.htm).)

### **V.**

- Tell parents to let your program know if their children are sick. Keep accurate records of when children or staffs are absent. Include a record of the kind of illness that caused the absence (e.g., diarrhea / vomiting, coughing / breathing problems, rash, or other).
- (See [http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter\\_3.xml](http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter_3.xml).)

### **VI.**

- Teach staff a standard set of steps for checking children and adults each day as they arrive to see if they are sick. Make it clear that any child or adult who is ill will not be admitted. (See [www.healthykids.us/chapters/sick\\_main.htm](http://www.healthykids.us/chapters/sick_main.htm).)

### **VII.**

- Have a plan for keeping children who become sick at your program away from other children until the family arrives, such as a fixed place for a sick room.
- (See [http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter\\_3.xml](http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter_3.xml).)

### **VIII.**

- Require staff members to stay home if they think they might be sick. If they become sick while at the program, require them to go home and stay home. Give staff paid sick leave so they can stay home without losing wages.

### **IX.**

- Require ill staff and students to stay at home until their flu symptoms are gone and they feel ready to come back to work.

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## K. INTRUDER / HOSTAGE

### Intruder- An unauthorized person who enters Center property:

- Notify Site Supervisor.
- Ask another staff person to accompany you before approaching guest / intruder.
- Politely greet guest / intruder and identify yourself.
- Ask guest / intruder the purpose of his / her visit.
- Inform guest / intruder that all visitors must register at the Site Supervisor's office.
- If intruder's purpose is not legitimate, ask him / her to leave. Accompany intruder to exit.

### If intruder refuses to leave:

- Warn intruder of consequences for staying on center property.
- Notify security or police and Site Supervisor if intruder still refuses to leave. Give police full description of intruder. **(Keep intruder unaware of call for help if possible)**
- Walk away from intruder if he / she indicate a potential for violence. Be aware of intruder's actions at this time (where he / she is located in center, whether he / she is carrying a weapon or package, etc).
- Maintain visual contact with intruder from a safe distance.
- Site Supervisor may issue lock-down procedures (see Lock-Down Procedures on next page).

### Hostage:

- If hostage taker is unaware of your presence, do not intervene.
- Call 911 immediately. Give dispatcher details of situation; ask for assistance from hostage negotiation team. **(Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281)**
- Seal off area near hostage scene.
- Notify Site Supervisor.
- Site Supervisor notifies Director.
- Give control of scene to police and hostage negotiation team.
- Keep detailed notes of events.

### If taken hostage:

- Follow instructions of hostage taker.
- Try not to panic. Calm students if they are present.
- Treat the hostage taker as normally as possible.
- Be respectful to hostage taker.
- Ask permission to speak and do not argue or make suggestions.

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **L. LOCKDOWN / SHELTER-IN-PLACE**

Lock-down procedures may be issued in situations involving dangerous intruders or other incidents that may result in harm to persons inside center building.

- Site Supervisor will issue lock-down order by announcing a warning over Phone Intercom System, sending a messenger to each classroom or other alternate method.
- Direct all students, staff and visitors into classrooms or secure rooms.
- Lock classroom doors.
- Cover windows of classrooms.
- Move all persons away from windows and doors.
- Have all persons get down on the floor.
- Allow no one outside of classrooms until the Site Supervisor gives the all-clear signal.

**\*Consider using a verification code to authenticate any all-clear signal\***

(This is a specific word or phrase that is used prior to giving the all-clear signal that indicates to all staff that the person signaling the all clear is not being forced to do so by an intruder)

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## M. MEDICAL EMERGENCY

### Incident in center:

- Call 911 (if necessary). (*Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281*)
- Notify CPR / first aid certified persons in center building of medical emergencies (names of CPR / first aid certified persons are listed in Appendix B).
- Utilize blood borne pathogens precautions,
- If possible, isolate affected student / staff member.
- Notify Site Supervisor.
- Site Supervisor notifies Director.
- Activate center Emergency Response Team. Designate staff person to accompany injured / ill person to hospital.
- Site Supervisor notifies parent(s) or guardian(s) of affected student.
- Direct witness (es) to center psychologist / counselor. Contact parents if students are sent to psychologist / counselor.
- Determine method of notifying students, staff and parents.
- Refer media to Head Start Director 325-944-9666  
Agency Spokesperson Telephone Numbers

### Incident outside of center:

- Activate Emergency Response Team.
- Notify staff before normal operating hours.
- Determine method of notifying students and parents. Announce availability of counseling services for those who need assistance.
- Refer media to Head Start Director 325-944-9666  
Agency Spokesperson Telephone Numbers

### Post-crisis intervention:

- Meet with Mental Health Consultant and Mental Health Manager to determine level of intervention for staff and students.
- Designate rooms as private counseling areas.
- Escort affected students, siblings, close friends, and other "highly stressed" students to counselors.
- Debrief all students and staff.
- Assess stress level of all students and staff.
- Recommend counseling to overly stressed students and staff.
- Follow-up with students and staff who received counseling.
- Designate staff person(s) to attend funeral.
- Allow for changes in normal routines or test schedules to address injury or death.

## **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

### **M. Incident / Illness Report Form 7239 Appendix O**

- Staff should notify parents /guardians as soon as feasibly possible in the event of an emergency or incident involving their child.
- **“State Admission Information”** form 2935 has information such as parents/guardians names and telephone numbers, names and numbers of contact persons to whom may pick up the child.
- When contacting parent/guardians or other emergency contact persons, it is important for staff to stay calm and relate all relevant information.
- An **“Incident/ Illness Report”** form 7239 will be completed as soon as possible and within 48 hours.
- Document what has happened to the child and what has been done to care for the child.
- Document that notification was made to parents/guardians and the parents /guardians response to the notification.
- If a child receives medical treatment report the **“Incident/ Illness Report”** to Day Care Licensing within 48 hours.
- If a child receives medical treatment a **“Health & Developmental Follow-up Plan”** will be initiated the day after the incident / illness to follow-up with parent/guardian on the status of the child.
- Have parents/guardians sign the **“Incident/ Illness Report”** form 7239.

Note: 1 copy goes home with student  
1 copy to Health Manager  
File original in the child's State File

***CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN***

**N. RADIOLOGICAL EVENT**

Not Applicable:  
None within 10-mile

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **O. SHELTERING PROCEDURES**

Sheltering provides refuge for students, staff and public within center building during an emergency. Shelters are located in areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency.

- Identify safe areas in each center building.
- Site Supervisor warns students and staff to assemble in safe areas. Bring all persons inside building(s).
- Teachers take class roster & emergency information.
- Support Staff closes all exterior doors and windows.
- Support Staff turns off any ventilation leading outdoors.
- Support Staff seals doors, windows, and vents with plastic sheets and duct tape.
- Support Staff covers up food not in containers or put it in the refrigerator.
- If advised, cover mouth and nose with handkerchief, cloth, paper towels or tissues.
- Teachers should account for all students after arriving in safe area.
- All persons must remain in safe areas until notified by Site Supervisor or emergency responders.

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## P. SUICIDE

### Suicide Attempt in Center:

- Verify information.
- Call 911. (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup> St., Christoval, TX 76935, 325-896-7281***)
- Notify center psychologist / counselor, Site Supervisor and MHMR, 1501 Beauregard, San Angelo, TX, 325-658-7750  
Child Mental Health Services (students under 18)  
or  
Crisis Intervention Center, 424 South Oakes St, San Angelo, TX 325-653-5933.  
Other suicide intervention service
- Site Supervisor notifies parent(s) or guardian(s) if suicidal person is student. Site Supervisor may schedule meeting with parents and center psychologist / counselor to determine course of action.
- Calm suicidal person.
- Try to isolate suicidal person from other students.
- Stay with person until Emergency Personnel arrive. **Do not leave suicidal person alone.**
- Determine method of notifying staff, students and parents. Hold daily staff debriefings before and after normal operating hours as needed.**
- Activate center Emergency Response Team to implement post-crisis intervention. Determine level of intervention.

### Suicidal Death / Serious Injury:

- Verify information.
- Activate center Emergency Response Team.
- Notify staff in advance of next center day following suicide or attempted suicide.
- Determine method of notifying students and parents. Do not mention "suicide" or details about death in notification. Do not hold memorials or make death appear heroic. Protect privacy of family.
- Implement post-crisis intervention.

### Post-crisis Intervention:

- Meet with Mental Health Consultant and Child Mental Health Manager to determine level of intervention for staff and students.
- Designate rooms as private counseling areas.
- Escort siblings, close friends, and other "highly stressed" students to counselors.
- Assess stress level of staff. Recommend counseling to overly stressed staff.
- Refer media to Head Start Director 325-944-9666. **Do not let media question students or staff.**
- Follow-up with students and staff who received counseling. Resume normal routines as soon as possible.



# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## Q. TERRORIST EVENT

Weapons of mass destruction likely to be employed by terrorists fall into four basic categories: Nuclear, Biological, Chemical, and Conventional. The below outlined procedures will protect students and staff should such attacks occur.

### Nuclear:

Defense against nuclear weapons depends primarily on distance from the point of detonation. If time permits:

- Move students and staff to specifically identified basement or lower-level rooms. Interior hallways may be used as an alternate.
- Close all doors leading into hallways to minimize flying glass.
- All people assume the **duck, cover and hold** position on the ground.
- Shut down all utility systems to the building. (Gas and electricity are the priorities)
- Shelter in place to protect from fall out if attack is far enough away.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management, or military authorities

### Biological:

Defense against biological attacks is difficult. Awareness of an attack is usually not possible for days or weeks. The first signs may emerge as personnel notice a higher than usual incidence of various symptoms. Should an attack be discovered while in progress the center should:

- Reverse-evacuate all people into center buildings.
- Shelter in place. (**Do not use basements or low-lying areas**)
- Close all doors and windows.
- Shut down the HVAC system. (Limit airflow from outside)
- Seal doors, windows, and vents with plastic and duct tape.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management, or military authorities.

### Chemical:

- Reverse-evacuate all people into center buildings.
- Shelter in place. (**Do not use basements or low-lying areas**)
- Close all doors and windows.
- Shut down the HVAC system. (Limit airflow from outside)
- Seal doors, windows, and vents with plastic and duct tape.
- Be prepared to treat students and staff who experience a reaction to the chemical agent.
- The decision to evacuate should be made after consulting with public safety, emergency management, or military authorities.

### Conventional:

The danger from the blast effect of conventional explosive devices is similar to nuclear devices with a higher rate of survivability. If responding to the threat of an imminent blast nearby:

- Move students and staff to specifically identified basement or lower-level rooms. Interior hallways may be used as an alternate.
- Close all doors leading into hallways to minimize flying glass.
- All people assume the *duck, cover, and hold* position on the ground.
- Shut down all utility systems to the building. (Gas and electricity are the priorities)
- Shelter in place to protect from fall out if attack is far enough away.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management or military authorities

### If the center is the target:

- Evacuate to pre designated off site location(s)

## **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

### **R. WEAPONS**

- Call police if a weapon is suspected to be in center. (***Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup>. St., Christoval, TX 76935, 325-896-7281***)
- Ask another administrator to join you in questioning suspected student or staff member.
- Accompany suspect to private office to wait for police.
- Conduct search with police.
- Keep detailed notes of all events and why search was conducted.
- Notify parent(s) or guardian(s) if suspect is a student. Explain why search was conducted and results of the search.
- If suspect threatens you with a weapon, do not try to disarm them. Back away with your arms up. Remain calm.

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **S. WEATHER**

### **Severe Weather Watch has been issued in an area near center**

- Monitor NOAA Weather Stations (National Weather Service, Weather Channel).
- Bring all persons inside building(s).
- Close windows and blinds.
- Review severe weather drill procedures and location of safe areas. Severe weather safe areas are under desks and in hallways away from windows and large rooms.
- Review “drop, cover and hold” procedures with students.

### **Severe Weather Warning has been issued in an area near center or severe weather has been spotted near center**

- Shut off gas (if applicable).
- Move students and staff to safe areas.
- Remind teachers to take class roster & emergency information.
- Ensure that students are in “drop, cover and hold” positions.
- Account for all students.
- Remain in safe area until warning expires or until emergency personnel have issued an all-clear signal.

**SUPPORT APPENDICIES**

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **A. STAFF ASSIGNMENTS**

### **Administrative Group:**

- Verify information.
- Identify Site Supervisor.
- Call 911 (if necessary). (*Dial 911, Give Site Information: Christoval Head Start, 20065 3<sup>rd</sup> St., Christoval, TX 76935, 325-896-7281*)
- Seal off high-risk area.
- Convene Emergency Response Team and implement crisis response procedures.
- Notify students and staff (depending on emergency; students may be notified by teachers).
- Evacuate students and staff if necessary.
- Refer media to Agency spokesperson (or designee).
- Notify community agencies (if necessary).
- Implement post-crisis procedures.
- Keep detailed notes of crisis event.

### **Support Group:**

- Secure building
- Maintain building operation
- Mitigate facility damage
- Assist in evacuation or sheltering operations

### **Teachers Group:**

- Verify information.
- Notify front office
- Lock classroom doors, unless evacuation orders are issued.
- Warn students, if advised.
- Account for all students.
- Stay with students during an evacuation. Take class roster & emergency information.
- Refer media to Agency spokesperson (or designee).
- Keep detailed notes of crisis event.

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **B. TRAINING MATRIX**

<b>Title</b>	<b>First Aid</b>	<b>CPR</b>	<b>Security</b>	<b>Evacuation</b>	<b>Safety</b>	<b>First Aid List</b>
Site Supervisor	X	X	X	X	X	X
Teacher 1	X	X	X	X	X	X
Teacher's Aide	X	X	X	X	X	X

**C. EQUIPMENT INVENTORY**

**-INSERT RESOURCE  
INVENTORY OF EMERGENCY EQUIPMENT-**

**INCLUDE:**

- Communications equipment
- First aid supplies
- Fire fighting equipment
- Lighting
- Classroom emergency kits
- Food
- Water
- Blankets
- Maintenance supplies
- Tools

**IDENTIFY ANY AND ALL AVAILABLE RESOURCES THAT MAY BE USED OR MAY BE  
NEEDED IN THE EVENT OF AN EMERGENCY**

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## D. DRILL LOG

Texas Dept of Family  
and Protective Services

### FIRE SAFETY PRACTICES

Form 7263  
May 2011

LOCATION OF FIRE EXTINGUISHERS

SEVERE WEATHER DRILLS (Every 3 Mos.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Time: \_\_\_\_\_ Time: \_\_\_\_\_

Exit Time: \_\_\_\_\_ Exit Time: \_\_\_\_\_

Staff Initial: \_\_\_\_\_ Staff Initial: \_\_\_\_\_

RELOCATION SITE FOR CHILDREN  
AND STAFF AFTER EVACUATING  
OPERATION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Time: \_\_\_\_\_ Time: \_\_\_\_\_

Exit Time: \_\_\_\_\_ Exit Time: \_\_\_\_\_

Staff Initial: \_\_\_\_\_ Staff Initial: \_\_\_\_\_

MONTHLY FIRE EXTINGUISHER CHECKS				FIRE DRILLS			Smoke Alarm Detector	CO Detector Test
Month	Date	Staff Initial	Person In Charge	Date & Time	Exit Time	Staff Initial	Date	Date
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

FIRST AID KIT  
LOCATION(S) \_\_\_\_\_

**BATTERY POWERED LIGHTING IS LOCATED IN EACH CHILD CARE ROOM - CHECK BATTERIES OPERATION**

INSPECTIONS: FIRE: \_\_\_\_\_ HEALTH: \_\_\_\_\_ GAS: \_\_\_\_\_





# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## F. EMERGENCY CONTACT NUMBERS

<b>Administration</b>	<b>Number</b>
Director / Executive Director	325-944-9666
Head Start Director	325-944-9666
Education, Mental Health, & Disability Manager	325-944-9666
Health, Nutrition & Parent Involvement Manager	325-944-9666
Facilities, ERSEA & Family & Community Manager	325-944-9666
Administrative Assistant	325-944-9666
<b>Public Safety Agencies</b>	<b>Number</b>
General Emergency	911
Police / Sheriff / Fire	911
Poison Control	1-800-362-0101
Local Hospital Emergency Rooms	325-658-1511
Health Department	325-657-4214
County Emergency Agency	325-655-8111
<b>Other Contacts</b>	<b>Number</b>
Agency Director / Executive Director	325-944-9666
Gas Company	325-655-5637
Water Company	325-896-2499
Electric Company	325-651-5543
State Collaborator	325-223-6892

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **G. INFLUENZA PLANNING**

A pandemic is a global disease outbreak. A flu pandemic occurs when a new influenza virus emerges that people have little or no immunity to and for which there may be no vaccine. The disease spreads easily person to-person and causes serious illness. It can sweep across the country and around the world very quickly. It is hard to predict when the next flu pandemic will occur or how bad it will be.

Child care and preschool programs can help protect the health of their staff and the children and families they serve. Interruptions in child care services during an influenza (flu) pandemic may cause conflicts for working parents that could result in high absenteeism in workplaces. Some of that absenteeism could be expected to affect personnel and workplaces that are critical to the emergency response system. The U.S. Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) offer this checklist to help programs prepare for the effects of a flu pandemic. Many of these steps can also help in other types of emergencies. More information on pandemic flu is available at [www.pandemicflu.gov](http://www.pandemicflu.gov).

### **1. Planning and Coordination:**

- Form a committee of staff members and parents to produce a plan for dealing with a flu pandemic. Include members from all different groups your program serves. Include parents who do not speak English who can help contact other non-English speakers in the community. Staff of very small programs might consider joining together with other similar programs for planning.
- Assign one person to identify reliable sources of information and watch for public health warnings about flu, school closings, and other actions taken to prevent the spread of flu.
- Learn who in your area has legal authority to close child care programs if there is a flu emergency.
- Learn whether the local / state health departments and agencies that regulate child care have plans. Be sure your flu plan is in line with their plans. Tell them if you can help support your community's plan.
- Identify all the ways a flu pandemic might affect your program and develop a plan of action. (For example, you might have problems with food service, transportation, or staffing.)
- Encourage parents to have a "Plan B" for finding care for their children if the program is closed during a flu pandemic. Give them ideas about where they might seek help based on your knowledge of the local child care community.
- Work with those in charge of your community's plan to find other sources of meals for low-income children who receive subsidized meals while in your care. (For example, locate food pantries and meals on wheels.)
- Learn about services in your area that can help your staff, children, and their families deal with stress and other problems caused by a flu pandemic.

## **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

- Stage a drill to test your plan and then improve it as needed. Repeat the drill from time to time.
- Consider volunteering to help in tests of community plans.
- Talk to other child care and preschool programs in your area to share information that could make your plan better. Discuss ways programs could work together to produce a stronger plan and pool resources.

### **2. Student Learning and Program Operations:**

- Plan how you would deal with program closings, staff absences, and gaps in student learning that could occur during a flu pandemic.
- Plan ways to help families continue their child's learning if your child care program or preschool is closed. (For example, give parents things they can teach at home. Tell them how to find ideas on the internet. Talk with child care resource referral agencies or other groups that could help parents continue their children's learning at home.)
- Plan ways to continue basic functions if your program is closed. (For example, continue meeting payroll and keeping in touch with staff and student's families.)

### **3. Communications Planning:**

- Have a plan for keeping in touch with staff members and students' families. Include several different methods of contacting them. (For example, you might use hotlines, telephone trees, text messaging, special Websites, local radio and / or TV stations.) Test the contact methods often to be sure they work.
- Make sure staff and families have seen and understand your flu pandemic plan. Explain why you need to have a plan. Give them a chance to ask questions.
- Give staff and students' families reliable information on the issues listed below in their languages and at their reading levels.
- How to help control the spread of flu by hand washing / cleansing and covering the mouth when coughing or sneezing. (See [www.cdc.gov / flu / school / .](http://www.cdc.gov/flu/school/))
- How to recognize a person that may have the flu, and what to do if they think they have the flu. (See [www.pandemicflu.gov](http://www.pandemicflu.gov).)
- How to care for ill family members. (See [www.hhs.gov / pandemic flu / plan / sup5.html#box4](http://www.hhs.gov/pandemicflu/plan/sup5.html#box4).)
- How to develop a family plan for dealing with a flu pandemic. (See [www.pandemicflu.gov / plan / guide](http://www.pandemicflu.gov/plan/guide))

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## H. Public Information Release

Check ( ) as appropriate: Agency / Agency-wide \_\_\_\_\_ Center \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTE: If this is used as a script, read only those items checked. Make no other comments.

(Check off, fill in, and cross off as appropriate.)

\_\_\_\_\_ has just experienced a(n) \_\_\_\_\_

The (students / employees) [(are being) or (have been)] accounted for.

No further information is available at this time.

Emergency medical services [(are here) or (are on the way) or (are not available to us)].

Police [(are here) or (are on the way) or (are not available to us)].

Fire Dept. / paramedics [(are here) or (are on the way) or (are not available to us)].

\_\_\_\_\_ [(are here) or (are on the way) or (are not available to us)].

Communication center(s) for parents (is / are) being set up at \_\_\_\_\_  
to answer questions about individual students.

Communication center(s) for families (is / are) being set up at \_\_\_\_\_  
to answer questions about individual employees.

Injuries have been reported at \_\_\_\_\_ and are being treated at the site by  
(Staff / professional medical responders). (#) \_\_\_\_\_ reported injured.

Students have been taken to a safe area, \_\_\_\_\_, and are with [(classroom  
teachers / staff) or ( \_\_\_\_\_ )].

(#) Students have been taken to the local emergency room for treatment of serious injury.  
Parents of injured students should go to the emergency room at \_\_\_\_\_

(#) Confirmed deaths have been reported at \_\_\_\_\_  
Names cannot be released until families have been notified.

Structural damage has been reported at the following sites: \_\_\_\_\_

Release restrictions \_\_\_\_\_ No \_\_\_\_\_ Yes  
If yes, what?

Released to the public as Public Information Release # \_\_\_\_\_  
Date / Time: \_\_\_\_\_

# ***CRISTOVAL HEAD START EMERGENCY RESPONSE PLAN***

## **I. STAFF ROSTER**

Staff rosters are posted on the parent board for each school. Rosters are liable to change frequently due to new staff. If you have any questions about the roster, please see the site supervisor at the center.

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **J. CENTER MAPS**

**-INSERT MAPS OF CENTER AND SURROUNDING AREA-**

**AT MINIMUM INCLUDE THE FOLLOWING INFORMATION ON THE MAP:  
(Primary and Alternate evacuation route maps shall be placed in each room)**

- Primary evacuation routes
- Alternate evacuation routes
- Handicap evacuation areas
- Utility access / shut-off for
  - Gas
  - Water
  - Electricity
  - HVAC System
  - Telephone system
- Site assignments and Staging Areas identified on page 9
- Haz Mat storage areas
- Heat plants / boilers
- Room numbers
- Door / window locations
- Any other information deemed appropriate by your planning committee

### **NOTE:**

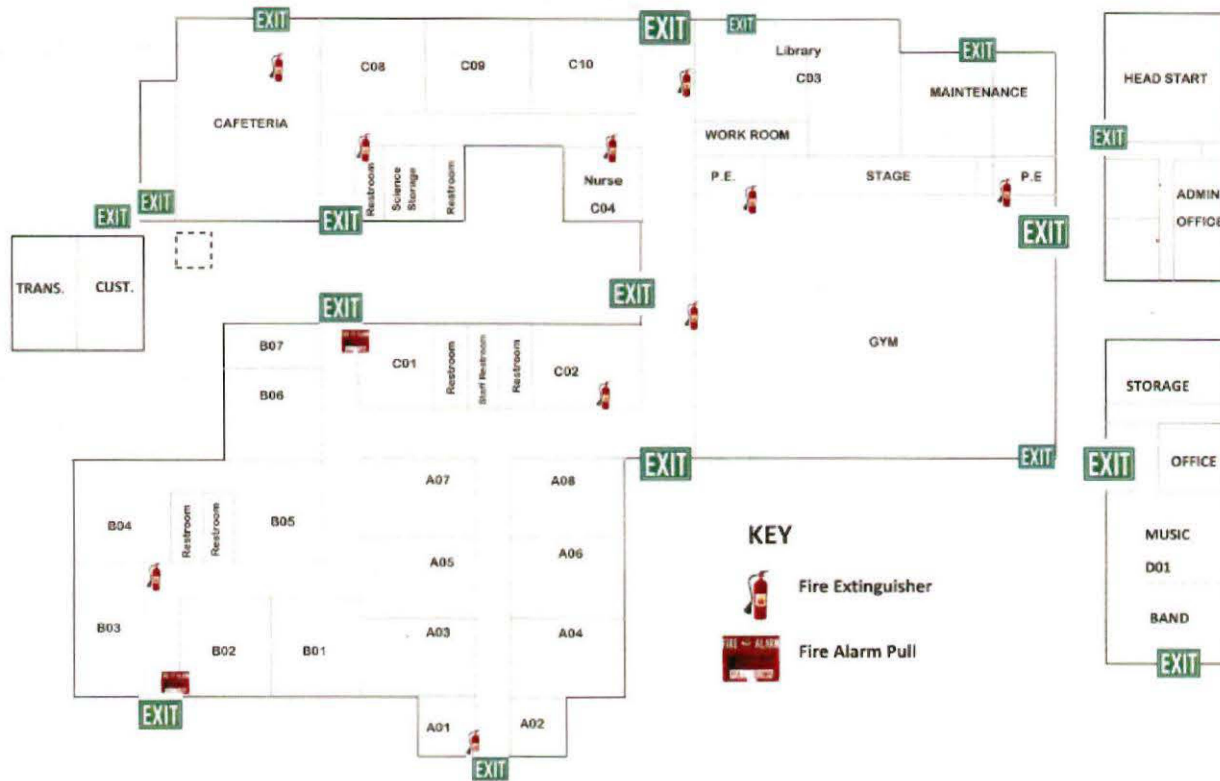
It is recommended that you develop a diagram of the entire center site and surrounding area and identify the locations and staging areas on the diagram. In an emergency a diagram may be easier to read than blue prints. Consult with local first responder agencies on what type of maps or diagrams they prefer. Blue prints of the site should be available in addition to the map or diagram. Blue prints may be necessary in certain fire or law enforcement situations.





# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## Christoval Elementary





# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

## L. SITE STATUS REPORT

TO: \_\_\_\_\_ FROM: (name) \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PERSON IN CHARGE AT SITE: \_\_\_\_\_

Message via: 2-way Radio \_\_\_\_\_ Telephone \_\_\_\_\_ Messenger \_\_\_\_\_

**EMPLOYEE / STUDENT STATUS**

	Absent	Injured	# Sent to Hosp. / med	Dead	Missing	Unaccounted for (Away from site)	# Released To parents	# Being supervised
Students								
Site Staff								
Others								

**STRUCTURAL DAMAGE** Check damage / problem and indicate location(s).

Check ✓	Damage / Problem	Location(s)
	Gas leak	
	Water leak	
	Fire	
	Electrical	
	Communications	
	Heating / cooling	
	Other (list):	

**MESSAGE:** (include kind of immediate assistance required; can you hold out without assistance / how long? overall condition of campus, neighborhood & street conditions; outside agencies on campus & actions; names of injured, dead, missing and accounted for ASAP)

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN



Form 7239  
May 2021-E

## Incident or Illness Report

Operations use this form to record all required information when a child sustains an injury, at the onset of an illness or reportable incident.

### Directions

Complete the form as follows:

- **Injury requiring medical treatment or hospitalization:** Complete all information in Sections I, II, V and VI.
- **Incident that placed a child at risk:** Complete all information in Sections I, II, V and VI.
- **Illness requiring hospitalization:** Complete all information in Sections I, III, V and VI.
- **Incidence of a child or employee contracting a communicable disease:** Complete all information in Sections I, IV, V and VI.

After completing the form:

- Notify parents as required by the minimum standards; and
- Keep the form on file at the operation.

### Privacy Statement

HHSC values your privacy. For more information, read the privacy policy online at: <https://hhs.texas.gov/policies-practices-privacy#security>.

### Section I – General Information

Director's Name:	Operation No.:	Date of Incident or Illness:	Time of Incident or Illness: <input type="radio"/> a.m. <input type="radio"/> p.m.
Parent(s)* Notified: <input type="radio"/> Yes <input type="radio"/> No	Date:	Time:	By:
*For communicable diseases, all parents must be notified.			
Child Care Regulation Notified: <input type="radio"/> Yes <input type="radio"/> No	Date:	Time:	By:

### Section II – Details of Injury and/or Incident *(Section not used for incidences of communicable disease or illnesses.)*

Child's Full Name:	Child's Date of Birth:	Caregiver in Charge:
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Describe the injury or risk:		
<input style="width: 100%; height: 100%;" type="text"/>		
How did the incident or injury occur?		
<input style="width: 100%; height: 100%;" type="text"/>		
Additional staff present and/or witness to the incident or injury:		
<input style="width: 100%; height: 100%;" type="text"/>		
Was first aid provided? <input type="radio"/> Yes <input type="radio"/> No What type of first aid was provided? _____		
Was Emergency Medical Services (EMS) called? <input type="radio"/> Yes <input type="radio"/> No Time EMS was called: _____		
Was child transported to receive medical care? <input type="radio"/> Yes <input type="radio"/> No Who transported the child? _____		

# CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN

Form 7239  
Page 2 / 05-2021-E

## Section III – Illness Requiring Hospitalization *(Section not used for incidents, injuries or notifications communicable disease.)*

Child's Full Name:	Child's Date of Birth:	
<input type="text"/>	<input type="text"/>	
Was first aid provided? <input type="radio"/> Yes <input type="radio"/> No What type of first aid was provided? _____		
Was medication given? <input type="radio"/> Yes <input type="radio"/> No Name of medication: _____ Dosage: _____		
Did the child have a fever? <input type="radio"/> Yes <input type="radio"/> No Temperature: _____		
Was medical treatment required? <input type="radio"/> Yes <input type="radio"/> No Date and time medical treatment received: _____		
Was EMS called? <input type="radio"/> Yes <input type="radio"/> No Time EMS was called: _____		
Was child transported to receive medical care? <input type="radio"/> Yes <input type="radio"/> No Who transported the child? _____		
Was an allergy plan enacted? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A What was done? _____		
Was there an emergency anaphylaxis reaction that required administration of an unassigned epinephrine auto-injector? <input type="radio"/> Yes <input type="radio"/> No		
Was use of an unassigned epinephrine auto-injector reported to Texas Department of State Health Services (DSHS)? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
Date reported to DSHS: _____		
Was the child's doctor called by the operation? <input type="radio"/> Yes <input type="radio"/> No		
Doctor's Name:	Doctor's Phone No.:	Time doctor was called:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Doctor's recommendation(s): <input type="text"/>		
Did the child see his or her doctor? <input type="radio"/> Yes <input type="radio"/> No Diagnosis or Outcome: _____		
Was hospitalization required? <input type="radio"/> Yes <input type="radio"/> No Additional Details: _____		

## Section IV – Communicable Disease *(Section not used for incidents, injuries or illness other than communicable disease notification.)*

Type of communicable disease contracted by child or employee at this operation: <input type="text"/>
Does the communicable disease require exclusion? <input type="radio"/> Yes <input type="radio"/> No
Was the Health Department notified? <input type="radio"/> Yes <input type="radio"/> No Date Health Department notified: _____

## Section V – Employee or Caregiver Certification

I verify that I, the director/person in charge, reviewed the information in this report.		
Printed Name: _____	Signature of Director or Person in Charge: _____	Date Signed: _____

## Section VI – Parent or Guardian Acknowledgment

I verify that the operation appropriately relayed the information concerning the incident described in this report. I have received a copy of this report. (If emailed or distributed electronically, you may attach a copy of the method used.)		
Printed Name: _____	Signature of Parent or Guardian: _____	Date Signed: _____

***Concho Valley Council of  
Governments  
Head Start***

***Appendix 1  
Active Shooter Response Plan***



Updated July 2017

**For Official Use Only**

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **ACTIVE SHOOTER**

Upon recognizing the danger, as soon as it is safe to do so, staff or others must alert responders by contacting 911 with as clear and accurate information as possible. As the situation develops, it is possible that students and staff will need to use more than one option.

During an active shooter situation, staff will rarely have all of the information they need to make a fully informed decision about which option is best. While they should follow the plan and any instructions given during an incident, often they will have to rely on their own judgment to decide which option will best protect lives.

### **Run**

If it is safe to do so for yourself and those in your care, the first course of action that should be taken is to run out of the building and far away until you are in a safe location.

- Leave personal belongings behind;
- Visualize possible escape routes, including physically accessible routes for students and staff with disabilities as well as persons with access and functional needs;
- Avoid escalators and elevators;
- Take others with you, but not to stay behind because others will not go;
- Call 911 when safe to do so

### **Hide**

If running is not a safe option, hide in as safe a place as possible. In addition:

- Lock the doors;
- Barricade the doors with heavy furniture;
- Close and lock windows and close blinds or cover windows;
- Turn off lights;
- Silence all electronic devices;
- Hide along the wall closest to the exit but out of the view from the hallway (allowing for an ambush of the shooter and for possible escape if the shooter enters the room);
- Use strategies to silently communicate with first responders if possible; and
- Remain in place until given an all clear by identifiable law enforcement officers.

Students and staff should be trained to hide in a location where the walls might be thicker and have fewer windows.

### **Fight**

If neither running nor hiding is a safe option, as a last resort when confronted by the shooter, adults in immediate danger should consider trying to disrupt or incapacitate the shooter by using aggressive force and items in their environment, such as fire extinguishers, and chairs.

Sources:

<https://rems.ed.gov/K12ActiveShooterSituations.aspx>

[http://rems.ed.gov/docs/REMS\\_k-12\\_Guide\\_508.pdf](http://rems.ed.gov/docs/REMS_k-12_Guide_508.pdf)

# **CHRISTOVAL HEAD START EMERGENCY RESPONSE PLAN**

## **NOTIFICATION**

The primary consideration under any school related emergency shall be the safety, welfare and health of the students.

1. It is essential that parent/guardian inform staff of any contact information changes as soon as they occur. Information is required to be kept up-to-date in case of emergencies.
2. Under emergency situations, parent/guardian will be contacted as soon as practical and safe via messenger system or phone.
3. If the child is released to emergency personnel:
  - Staff will obtain the emergency personnel's information (name, agency they work for and vehicle number or license plate)
  - Where the child is being taken to
  - Notify parent/guardian listed on the child's emergency information
  - Complete Incident Report

### **Emergency Documents and Resources**

The teacher will have these items with him/her in every emergency situation or practice drill -- Evacuation, Shelter-in, and Lock-Down.

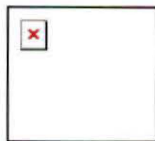
- Daily sign-in sheet
- Up-to-date family contact information
- Authorization for emergency care for each child.
- Medical information on children, as appropriate (e.g., special needs)
- Emergency Backpack

These items must be quickly available.



***Concho Valley Council of  
Governments  
Ozona Head Start***

***EMERGENCY RESPONSE PLAN***



1310 Ave G  
Ozona, TX 76943

Updated July 2022

**For Official Use Only**

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

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## **OZONA HEAD START EMERGENCY RESPONSE PLAN**

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# OZONA HEAD START EMERGENCY RESPONSE PLAN

## II. INTRODUCTION

### A. Introduction:

1. Emergencies can occur anytime-anywhere. Violence can happen even in an environment dedicated to children and families. We must ensure that our staff, children and families are prepared to effectively handle a wide range of dangerous situations to continue to provide a safe environment where learning can occur.
2. A comprehensive site Emergency Response Plan must be developed and all staff members trained in order to effectively respond during emergencies.

### B. Purpose:

1. This plan is designed to providing practical guidelines to enable staff to properly prepare and respond to a wide range of emergency and disaster situations. In any emergency situation, the Head Start / Early Head Start program's overriding mission is to:
    - a. Protect life.
    - b. Secure the facilities and infrastructure.
    - c. Resume program operations.
  2. This plan will provide step-by-step guidelines to help deal with emergencies that may occur. Planning, preparation, and training will help staff personnel learn the proper courses of action to take during an emergency. This plan cannot foresee all possible circumstances of an emergency. Staff must be prepared to evaluate all the circumstances and make sound judgments based on the situation. This plan should address three key areas to ensure plan / response effectiveness:
    - a. Personnel--who is assigned to do what. Personnel will be assigned to one of Emergency Response Groups that make up the Emergency Response Team. Emergency Response Groups are identified in Appendix A.
    - b. Training--who is trained to do what. All personnel will be trained to accomplish their assigned duties. A training matrix listing all personnel and completed training will be identified in Appendix B.
    - c. Equipment--what equipment is needed for training and response. A list of equipment need for both training and response will be maintained. All equipment will be documented as on-hand or identified as a shortfall in Appendix C.
- Drills will be conducted periodically to test the effectiveness of the plan. A debriefing shall be conducted after each drill to receive feedback from all participants on the effectiveness of the plan. Identified weaknesses will be addressed to strengthen the plan. Drills conducted shall be documented on the Drill Log in Appendix D.
  - Each classroom will be supplied with a classroom Emergency Response Procedures Guide; section IV of this plan that provides instructions on how to respond to specific events as determined by the site emergency planning committee.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## C. Plan Maintenance:

1. An emergency planning committee will be established consisting of site staff from the following disciplines. (Select as appropriate)

- |                      |                            |
|----------------------|----------------------------|
| Director             | Food Service staff         |
| Office Staff         | Monitor / Safety personnel |
| Maintenance          | Teachers / Caregivers      |
| Parents / Volunteers |                            |

2. In addition to site personnel, the planning committee should also seek assistance from the following local agencies:

- |                      |                          |
|----------------------|--------------------------|
| Law Enforcement      | Fire / Emergency Medical |
| Emergency Management | County Health Department |

3. This plan shall be reviewed and updated annually and when changes are deemed necessary because of a response drill or emergency. The update shall be documented in the Plan Review Appendix E.

4. The completed plan will be signed by the persons identified on the Approval Statement (next page).

5. A copy of this plan will be filed at the Concho Valley Council of Governments administrative office, with Health Manager.

6. The original plan will be kept at the Head Start Center.

## D. Approval Statement:

The Center Safety Plan for Ozona Head Start has been reviewed and found to comply with the Head Start Act (other directives?).

 _____ Executive Director	7/19/23 _____ Date	 _____ Agency Director	7/19/23 _____ Date
Melinda Miranda _____ Health Manager	7-19-23 _____ Date	my _____ State Collaborator	7-19-23 _____ Date

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## D. Approval Statement:

The Center Safety Plan for Ozona Head Start has been reviewed and found to comply with the Head Start Act (other directives?).

_____ Site Administrator	_____ Date	_____ Law Enforcement	_____ Date
_____ Fire / EMS (if applicable)	_____ Date	_____ Local Emergency Management (if applicable)	_____ Date
_____ County Health Department (if applicable)	_____ Date	[ _____ ] other	_____ Date

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## III. BASIC PLAN

### A. Situation:

1. The center sits on at [1310 Ave G]. The site consists of [1] buildings. There is an Average Daily Membership of [20 children] and [4] staff members. Hazards of the center grounds buildings and surrounding community includes Gas Facilities.
2. The Head Start Director / Executive Director have the primary responsibility for developing and implementing the site Emergency Response Plan and executing Head Start policies.
3. Site personnel and / or local fire and law enforcement agencies handle most site emergencies.

### B. Assumptions:

- a. During an emergency, centralized direction and control [i.e., senior staff] is the most effective approach to management of emergency operations.
- b. In case of an emergency that is beyond the capabilities of the site to handle, site personnel will coordinate with local emergency response agencies. This may include having a member or members act as liaison with responding agencies.

### C. Command and Communications:

1. The order of succession for the Head Start / Early Head Start emergency response program is:
  - The Head Start / Early Head Start Director
  - The Education Manager
  - Health Manager and Facilities Manager
  - Site Supervisor
  - \*If the director is unavailable, the next individual must assume incident command.
2. When an emergency condition exists, Site Supervisor will notify the necessary personnel to respond to their area of assignment. The methods of communication listed below in descending order will be used with "a" being the primary mode of communication followed by alternative modes.
  - a. Telephone
  - b. Messenger

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **D. Staff Response Roles:**

1. How a program manages and responds to a crisis greatly affects the public's perception of the organization.
2. The Count Judge (Judge Frank Tambunga) may make a Declaration of a State or Local Emergency for a disaster or potential disaster in Crockett County. The declaration would be issued from the Emergency Operations Center.
3. Advisories for internal disasters would be issued by the Head Start / Early Head Start Director, Education Manager, or Health and Facilities Manager. If none of the preceding is present, the Site Supervisor in charge at any program site may declare an emergency and then promptly notify the appropriate Management Team member. The agencies Emergency Response Team will consist of three groups:

a. The Administrative Group consists of the Director / Executive Director and office staff that provides the support framework for the Agency. This group is responsible for:

1. Emergency Response Plan Oversight
2. Incident Command
3. Public Relations
4. Human Resources
5. Media / Information Release
6. Finance
7. Long Term Recovery

b. The Support Group includes individuals that provide support to teachers and students such as food service, maintenance and safety personnel. This group may include parents and volunteers and is responsible for:

1. Food Service
2. Site Safety
3. Building Operations
4. Transportation
5. Short Term Mitigation

c. The Teachers Group consist of those whose daily duties involves direct care for the students. This group is responsible for:

1. Providing / Receiving Information
2. Student Accountability
3. Classroom Security
4. Classroom Evacuation



## **OZONA HEAD START EMERGENCY RESPONSE PLAN**

4. In the event of an emergency all staff persons are to assume responsibility for the following actions:

1. Initiation of steps to safeguard the children, staff and property
2. Notification of authorities and center staff
3. Initiation of steps to mitigate or contain the situation
4. Implementation of evacuation procedures

5. In addition, the Director / Executive Director of Head Start / Early Head Start (or designee) will assume the role of Site Supervisor for all emergencies and or disasters.

### **E. Debriefing:**

Because the demands of responding to a crisis are intense and place staff under a great deal of stress, it is advisable to engage staff in a "debriefing". This process should be undertaken with a trained professional. The debriefing allows staff an opportunity to express feelings and receive emotional support. For others, it provides the opportunity to learn and to become better prepared for crisis.

### **F. Deactivation:**

When emergency conditions are stabilized and normal program operations can resume, the Head Start / Early Head Start Director will deactivate the Crisis / Emergency Plan. A formal announcement will be disseminated. If the nature of the incident requires an extension of some emergency services, special work groups may be appointed to coordinate those continuing activities, which may include:

1. Ongoing repairs,
2. Space re-assignments or adjustments,
3. Support services for children, staff and parents,
4. Community relief efforts,
5. Cost recovery (develop cost and loss documentation forms).

Immediately following the end of an emergency or crisis, a survey of the Emergency Team members and involved staff will be conducted to evaluate the effectiveness of the response. Survey results will help determine whether portions of the Emergency Plan must be modified due to the crisis event. The Head Start / Early Head Start Director in conjunction with the Management Team will prepare a written "Crisis Summary Report" analyzing post-event observation, and will coordinate appropriate plan revisions (this also applies to weather related crisis situations).

### **G. Recovery**

After dealing with the stress and trauma involved in a crisis, it is important to note that the initial crisis may be resolved, but many ancillary issues may still exist. The recovery phase is an important time to deactivate the plan, reassess the effectiveness of the efforts, and evaluate the program's ability to conduct normal business.

**EMERGENCY PROCEDURES  
ANNEXES**

## **OZONA HEAD START EMERGENCY RESPONSE PLAN**

### **A. ANIMALS**

- Ensure the safety of students and staff first.
- Call 911, if necessary. (***Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429***)
- Call Animal Control {325-277-7733 / *Crockett County Animal Control*}.
- Notify CPR / first aid certified personnel of medical emergencies (names of CPR / first aid certified persons are listed in Appendix B).
- Notify Site Supervisor. Site Supervisors assembles Emergency Response Team Members.
- Seal off area if animal(s) still present.
- Site Supervisors notifies authorities and parents of students involved.
- Assess counseling needs of victim(s) or witness(s). Implement post-crisis procedures.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## B. ASSAULT / FIGHT

- Ensure the safety of students and staff first.
- Call 911, if necessary. (***Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429***)
- Notify CPR / first aid certified persons of medical emergencies (names of CPR / first aid certified persons are listed in Appendix B).
- Notify the Site Supervisor. Site Supervisor assembles Emergency Response Team Members.
- Seal off area where assault took place.
- Defuse situation, if possible.
- Site Supervisor notifies police if weapon was used, victim has physical injury causing substantial pain or impairment of physical condition, or assault involved sexual contact (intentional touching of anus, breast, buttocks or genitalia of another person in a sexual manner without consent. This includes touching of those areas covered by clothing).
- Site Supervisor notifies parents of students involved in assault.
- Document all activities. Ask victim(s) / witness (es) for their account of incident.
- Assess counseling needs of victim(s) / witness (es). Implement post-crisis procedures.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## C. BOMB THREAT

### Upon receiving a message that a bomb has been planted in center:

- Use bomb threat checklist (next page).
- Ask where the bomb is located, when will the bomb go off, what materials are in the bomb, who is calling, why is caller doing this.
- Listen closely to caller's voice and speech patterns and to noises in background.
- Do NOT hang up, even if the caller does. **(The police may be able to trace the call)**
- Notify Site Supervisor or designee.
- Site Supervisor orders evacuation of all persons inside center building(s).
- Site Supervisor notifies police (call 911). Site Supervisor must report incident to police. ***(Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429)***

### Evacuation procedures:

- Site Supervisor warns students and staff. Do not mention "Bomb Threat". Use standard fire drill procedures.
- Direct students to take their belongings.
- Students and staff must be evacuated to a safe distance outside of center building(s). Site Supervisor may move students to Crockett County Library, 1201 Ave G if weather is inclement or building is damaged. Primary relocation center

*(500 feet is general rule. Consult with local bomb disposal unit)*

- Teachers take roll after being evacuated.
- No one may re-enter the building(s) until fire or police personnel declare them safe.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## C. BOMB THREAT CHECKLIST

**Description Detail Report**

**Questions to ask:**

- 1) When is the bomb going to explode?
- 2) Where is it right now?
- 3) What does it look like?
- 4) What kind of bomb is it?
- 5) What will cause it to explode?
- 6) Did you place the bomb?
- 7) Why?
- 8) What is your address?
- 9) What is your name?

Exact wording of the threat: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sex of Caller: \_\_\_\_\_ Race: \_\_\_\_\_

Length of call: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Number at which call was received: \_\_\_\_\_

**Notes:**

**Callers Voice - Circle as applicable:**

- |            |                   |
|------------|-------------------|
| • Calm     | • Nasal           |
| • Angry    | • Stutter         |
| • Excited  | • Lisp            |
| • Slow     | • Raspy           |
| • Rapid    | • Deep            |
| • Soft     | • Ragged          |
| • Loud     | • Clearing Throat |
| • Laughter | • Deep Breathing  |
| • Crying   | • Cracked Voice   |
| • Normal   | • Disguised       |
| • Distinct | • Accent          |
| • Slurred  | • Familiar        |

If voice is familiar, whom did it sound like?

**Background Sounds:**

- |                 |                     |
|-----------------|---------------------|
| • Street Noises | • Factory Machinery |
| • Animal Noises | • Voices            |
| • Clear         | • PA System         |
| • Static        | • Local Call        |
| • Music         | • Long Distance     |
| • House Noises  | • Phone Booth       |
| • Motor         | • Office Machinery  |
| • Other _____   |                     |

**Threat Language:**

- Well Spoken (educated)
- Incoherent
- Foul
- Irrational by threat maker
- Taped
- Message read

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OZONA HEAD START EMERGENCY RESPONSE PLAN**

**D. BUS INCIDENT**

**Bus Driver / Monitor**

Not Applicable

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## E. EVACUATION

- Site Supervisor (SS) initiates evacuation procedures.
- SS determines if students and staff should be evacuated outside of building or to Crockett County Library, 1201 Ave G location center.
- Site Supervisor notifies relocation center.
- Direct students and staff to follow evacuation drill procedures and route. Follow alternate route if normal route is too dangerous.
- Support Group secures the building (all windows, doors etc.).
- Support Group turns off lights, electrical equipment, gas, water faucets, air conditioning and heating system.
- Support Group personnel assist evacuation process.
- Child's teacher will be responsible for any disabled and non-English speaking students. Site Supervisor will be responsible for any disabled staff.

### 1. Teachers / Teachers Assistances:

- Direct students to follow normal evacuation drill procedures unless SS alters route.
- Take classroom roster and emergency kit.
- Close classroom doors and turn out lights.
- When outside building, account for all students. Inform Site Supervisor immediately of missing student(s).
- If students are evacuated, stay with class unless relieved by buddy teacher. Take roll again when you arrive at the relocation center.

### 2. Relocation Centers

List primary and secondary student relocation centers: (Site Supervisor, Teacher's & Teacher's Aides will transport children if necessary.)

#### Primary Relocation Center

Crockett County Library  
1201 Ave G / 325-392-3565

#### Secondary Relocation Center

Ozona Fire Station  
905 Ave D / 325-392-2626



# OZONA HEAD START EMERGENCY RESPONSE PLAN

## F. FIRE

**In the event a fire or smoke from a fire has been detected:**

- Activate fire alarm.
- Evacuate students and staff to a safe distance outside of building.
- Follow normal fire drill route. Follow alternate route if normal route is too dangerous.
- Teachers take class roster & emergency information.
- Site Supervisor notifies police / fire (call 911). (***Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429***)
- Teachers take roll after being evacuated.
- Site Supervisor may move students to Crockett County Library if weather is inclement or building is damaged.  
Primary relocation center
- No one may re-enter building(s) until entire building(s) is declared safe by fire or police personnel.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## G. GAS LEAK

### If gas odor has been detected in the building:

- Evacuate students and staff to a safe distance outside of building.
- Follow normal fire drill route. Follow alternate route if normal route is too dangerous.
- Teachers take class roster & emergency information.
- Site Supervisor notifies police and fire (call 911). (***Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429***)
- Teachers take roll after being evacuated.
- Site Supervisor may move students to Crockett County Library, if weather is inclement or building is damaged.  
Primary relocation center
- No one may re-enter building(s) until fire or police personnel declare entire building(s) safe.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

### If gas odor has been detected outside the building:

- Site Supervisor notifies police and fire department (call 911).
- Site Supervisor determines whether to shelter in place or evacuate. Fire personnel will assist with decision.
- Site Supervisor may move students to Crockett County Library, if weather is inclement or building is damaged.  
Primary relocation center
- No one may re-enter building(s) until fire or police personnel declare entire building(s) safe.
- Site Supervisor notifies students and staff of termination of emergency. Resume normal operations.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## H. GENERAL EMERGENCY

- Notify 911 (if necessary) and the Site Supervisor. (*Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429*)
- Notify CPR / first aid certified persons in center building of medical emergencies, if necessary. (Names of CPR / first aid certified persons are listed in Appendix B).
- Seal off high-risk area.
- Take charge of area until incident is contained or relieved.
- Assemble Emergency Response Team.
- Preserve evidence. Keep detailed notes of incident.
- Refer media to 

<u>Head Start Director</u> Agency Spokesperson	<u>325-944-9666</u> Telephone Numbers
---	--

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **I. HAZARDOUS MATERIALS EVENT**

### **Incident occurred in center:**

- Call 911. (*Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429*)
- Notify Site Supervisor.
- Mitigate situation (if you safely do so) by sealing off area, utilizing shut of valve
- Take charge of area until fire personnel contain incident.
- Fire officer in charge will recommend shelter or evacuation actions.
- Follow procedures for sheltering or evacuation. .
- Notify parents if students are evacuated. Post sign on entrance to alert others.
- Resume normal operations after consulting with fire officials.

### **Incident occurred near center property:**

- Fire or police will notify Center.
- Fire officer in charge of scene will recommend shelter or evacuation actions.
- Follow procedures for sheltering or evacuation.
- Notify parents if students are evacuated.
- Resume normal operations after consulting with fire officials.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## J. INFECTION CONTROL ACTIONS

### I.

- ❑ Give special attention to teaching staff, children, and their parents on how to limit the spread of infection. (For example, use good hand washing; cover the mouth when coughing or sneezing; clean toys frequently.) Programs should already be teaching these things to build habits that protect children from disease. (See [www.cdc.gov/flu/school/](http://www.cdc.gov/flu/school/) and [www.healthykids.us/cleanliness.htm](http://www.healthykids.us/cleanliness.htm).)

### II.

- ❑ Keep a good supply of things you will need to help control the spread of infection. (For example, keep on hand plenty of soap, paper towels, and tissues.) Store the supplies in easy-to-find places.

### III.

- ❑ Tell families that experts recommend yearly flu shots for all children 6 months to 5 years old and for anyone who cares of children in that age range. (See [www.cdc.gov/od/oc/media/pressrel/r060223.htm](http://www.cdc.gov/od/oc/media/pressrel/r060223.htm).)

### IV.

- ❑ Encourage staff to get flu shots each year. (See [www.cdc.gov/flu/protect/preventing.htm](http://www.cdc.gov/flu/protect/preventing.htm).)

### V.

- ❑ Tell parents to let your program know if their children are sick. Keep accurate records of when children or staffs are absent. Include a record of the kind of illness that caused the absence (e.g., diarrhea / vomiting, coughing / breathing problems, rash, or other).
- ❑ (See [http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter\\_3.xml](http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter_3.xml).)

### VI.

- ❑ Teach staff a standard set of steps for checking children and adults each day as they arrive to see if they are sick. Make it clear that any child or adult who is ill will not be admitted. (See [www.healthykids.us/chapters/sick\\_main.htm](http://www.healthykids.us/chapters/sick_main.htm).)

### VII.

- ❑ Have a plan for keeping children who become sick at your program away from other children until the family arrives, such as a fixed place for a sick room.
- ❑ (See [http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter\\_3.xml](http://nrc.uchsc.edu/CFOC/XMLVersion/Chapter_3.xml).)

### VIII.

- ❑ Require staff members to stay home if they think they might be sick. If they become sick while at the program, require them to go home and stay home. Give staff paid sick leave so they can stay home without losing wages.

### IX.

- ❑ Require ill staff and students to stay at home until their flu symptoms are gone and they feel ready to come back to work.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## K. INTRUDER / HOSTAGE

### Intruder- An unauthorized person who enters Center property:

- Notify Site Supervisor.
- Ask another staff person to accompany you before approaching guest / intruder.
- Politely greet guest / intruder and identify yourself.
- Ask guest / intruder the purpose of his / her visit.
- Inform guest / intruder that all visitors must register at the Site Supervisor's office.
- If intruder's purpose is not legitimate, ask him / her to leave. Accompany intruder to exit.

### If intruder refuses to leave:

- Warn intruder of consequences for staying on center property.
- Notify security or police and Site Supervisor if intruder still refuses to leave. Give police full description of intruder. **(Keep intruder unaware of call for help if possible)**
- Walk away from intruder if he / she indicate a potential for violence. Be aware of intruder's actions at this time (where he / she is located in center, whether he / she is carrying a weapon or package, etc).
- Maintain visual contact with intruder from a safe distance.
- Site Supervisor may issue lock-down procedures (see Lock-Down Procedures on next page).

### Hostage:

- If hostage taker is unaware of your presence, do not intervene.
- Call 911 immediately. Give dispatcher details of situation; ask for assistance from hostage negotiation team. **(Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429)**
- Seal off area near hostage scene.
- Notify Site Supervisor.
- Site Supervisor notifies Director.
- Give control of scene to police and hostage negotiation team.
- Keep detailed notes of events.

### If taken hostage:

- Follow instructions of hostage taker.
- Try not to panic. Calm students if they are present.
- Treat the hostage taker as normally as possible.
- Be respectful to hostage taker.
- Ask permission to speak and do not argue or make suggestions.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## L. LOCKDOWN / SHELTER-IN-PLACE

Lock-down procedures may be issued in situations involving dangerous intruders or other incidents that may result in harm to persons inside center building.

- Site Supervisor will issue lock-down order by announcing a warning over Phone Intercom System, sending a messenger to each classroom or other alternate method.
- Direct all students, staff and visitors into classrooms or secure rooms.
- Lock classroom doors.
- Cover windows of classrooms.
- Move all persons away from windows and doors.
- Have all persons get down on the floor.
- Allow no one outside of classrooms until the Site Supervisor gives the all-clear signal.

**\*Consider using a verification code to authenticate any all-clear signal\***

(This is a specific word or phrase that is used prior to giving the all clear signal that indicates to all staff that the person signaling the all clear is not being forced to do so by an intruder)

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## M. MEDICAL EMERGENCY

### Incident in center:

- Call 911 (if necessary). (*Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429*)
- Notify CPR / first aid certified persons in center building of medical emergencies (names of CPR / first aid certified persons are listed in Appendix B).
- Utilize blood borne pathogens precautions,
- If possible, isolate affected student / staff member.
- Notify Site Supervisor.
- Site Supervisor notifies Director.
- Activate center Emergency Response Team. Designate staff person to accompany injured / ill person to hospital.
- Site Supervisor notifies parent(s) or guardian(s) of affected student.
- Direct witness (es) to center psychologist / counselor. Contact parents if students are sent to psychologist / counselor.
- Determine method of notifying students, staff and parents.
- Refer media to 

<u>Head Start Director</u> Agency Spokesperson	<u>325-944-9666</u> Telephone Numbers
---	--

### Incident outside of center:

- Activate Emergency Response Team.
- Notify staff before normal operating hours.
- Determine method of notifying students and parents. Announce availability of counseling services for those who need assistance.
- Refer media to 

<u>Head Start Director</u> Agency Spokesperson	<u>325-944-9666</u> Telephone Numbers
---	--

### Post-crisis intervention:

- Meet with Mental Health Consultant and Mental Health Manager to determine level of intervention for staff and students.
- Designate rooms as private counseling areas.
- Escort affected students, siblings, close friends, and other "highly stressed" students to counselors.
- Debrief all students and staff.
- Assess stress level of all students and staff.
- Recommend counseling to overly stressed students and staff.
- Follow-up with students and staff who received counseling.
- Designate staff person(s) to attend funeral.
- Allow for changes in normal routines or test schedules to address injury or death.



## OZONA HEAD START EMERGENCY RESPONSE PLAN

### M. Incident / Illness Report Form 7239 Appendix O

- Staff should notify parents /guardians as soon as feasibly possible in the event of an emergency or incident involving their child.
- **“State Admission Information”** form 2935 has information such as parents/guardians names and telephone numbers, names and numbers of contact persons to whom may pick up the child.
- When contacting parent/guardians or other emergency contact persons, it is important for staff to stay calm and relate all relevant information.
- An **“Incident/ Illness Report”** form 7239 will be completed as soon as possible and within 48 hours.
- Document what has happened to the child and what has been done to care for the child.
- Document that notification was made to parents/guardians and the parents /guardians response to the notification.
- If a child receives medical treatment report the **“Incident/ Illness Report”** to Day Care Licensing within 48 hours.
- If a child receives medical treatment a **“Health & Developmental Follow-up Plan”** will be initiated the day after the incident / illness to follow-up with parent/guardian on the status of the child.
- Have parents/guardians sign the **“Incident/ Illness Report”** form 7239.

Note: 1 copy goes home with student  
1 copy to Health Manager  
File original in the child's State File

# ***OZONA HEAD START EMERGENCY RESPONSE PLAN***

## **N. RADIOLOGICAL EVENT**

Not Applicable:  
None within 10-mile

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **O. SHELTERING PROCEDURES**

Sheltering provides refuge for students, staff and public within center building during an emergency. Shelters are located in areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency.

- Identify safe areas in each center building.
- Site Supervisor warns students and staff to assemble in safe areas. Bring all persons inside building(s).
- Teachers take class roster & emergency information.
- Support Staff closes all exterior doors and windows.
- Support Staff turns off any ventilation leading outdoors.
- Support Staff seals doors, windows, and vents with plastic sheets and duct tape.
- Support Staff covers up food not in containers or put it in the refrigerator.
- If advised, cover mouth and nose with handkerchief, cloth, paper towels or tissues.
- Teachers should account for all students after arriving in safe area.
- All persons must remain in safe areas until notified by Site Supervisor or emergency responders.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## P. SUICIDE

### **Suicide Attempt in Center:**

- Verify information.
- Call 911. (**Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429**)
- Notify center psychologist / counselor, Site Supervisor and MHMR, 1501 Beauregard, San Angelo, TX, 325-658-7750  
Child Mental Health Services (students under 18)  
or  
Crisis Intervention Center, 424 South Oakes St, San Angelo, TX 325-653-5933.  
Other suicide intervention service
- Site Supervisor notifies parent(s) or guardian(s) if suicidal person is student. Site Supervisor may schedule meeting with parents and center psychologist / counselor to determine course of action.
- Calm suicidal person.
- Try to isolate suicidal person from other students.
- Stay with person until Emergency Personnel arrive. **Do not leave suicidal person alone.**
- Determine method of notifying staff, students and parents. Hold daily staff debriefings before and after normal operating hours as needed.**
- Activate center Emergency Response Team to implement post-crisis intervention. Determine level of intervention.

### **Suicidal Death / Serious Injury:**

- Verify information.
- Activate center Emergency Response Team.
- Notify staff in advance of next center day following suicide or attempted suicide.
- Determine method of notifying students and parents. Do not mention "suicide" or details about death in notification. Do not hold memorials or make death appear heroic. Protect privacy of family.
- Implement post-crisis intervention.

### **Post-crisis Intervention:**

- Meet with Mental Health Consultant and Child Mental Health Manager to determine level of intervention for staff and students.
- Designate rooms as private counseling areas.
- Escort siblings, close friends, and other "highly stressed" students to counselors.
- Assess stress level of staff. Recommend counseling to overly stressed staff.
- Refer media to Head Start Director 325-944-9666. **Do not let media question students or staff.**
- Follow-up with students and staff who received counseling. Resume normal routines as soon as possible.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## Q. TERRORIST EVENT

Weapons of mass destruction likely to be employed by terrorists fall into four basic categories: Nuclear, Biological, Chemical, and Conventional. The below outlined procedures will protect students and staff should such attacks occur.

### Nuclear:

Defense against nuclear weapons depends primarily on distance from the point of detonation. If time permits:

- Move students and staff to specifically identified basement or lower level rooms. Interior hallways may be used as an alternate.
- Close all doors leading into hallways to minimize flying glass.
- All people assume the **duck, cover and hold** position on the ground.
- Shut down all utility systems to the building. (Gas and electricity are the priorities)
- Shelter in place to protect from fall out if attack is far enough away.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management, or military authorities

### Biological:

Defense against biological attacks is difficult. Awareness of an attack is usually not possible for days or weeks. The first signs may emerge as personnel notice a higher than usual incidence of various symptoms. Should an attack be discovered while in progress the center should:

- Reverse-evacuate all people into center buildings.
- Shelter in place. **(Do not use basements or low lying areas)**
- Close all doors and windows.
- Shut down the HVAC system. (Limit airflow from outside)
- Seal doors, windows, and vents with plastic and duct tape.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management, or military authorities.

### Chemical:

- Reverse-evacuate all people into center buildings.
- Shelter in place. **(Do not use basements or low lying areas)**
- Close all doors and windows.
- Shut down the HVAC system. (Limit airflow from outside)
- Seal doors, windows, and vents with plastic and duct tape.
- Be prepared to treat students and staff who experience a reaction to the chemical agent.
- The decision to evacuate should be made after consulting with public safety, emergency management, or military authorities.

### Conventional:

The danger from the blast effect of conventional explosive devices is similar to nuclear devices with a higher rate of survivability. If responding to the threat of a imminent blast nearby:

- Move students and staff to specifically identified basement or lower level rooms. Interior hallways may be used as an alternate.
- Close all doors leading into hallways to minimize flying glass.
- All people assume the *duck, cover, and hold* position on the ground.
- Shut down all utility systems to the building. (Gas and electricity are the priorities)
- Shelter in place to protect from fall out if attack is far enough away.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management or military authorities

### If the center is the target:

- Evacuate to pre designated off site location(s)

## **OZONA HEAD START EMERGENCY RESPONSE PLAN**

### **R. WEAPONS**

- Call police if a weapon is suspected to be in center. (***Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429***)
- Ask another administrator to join you in questioning suspected student or staff member.
- Accompany suspect to private office to wait for police.
- Conduct search with police.
- Keep detailed notes of all events and why search was conducted.
- Notify parent(s) or guardian(s) if suspect is a student. Explain why search was conducted and results of the search.
- If suspect threatens you with a weapon, do not try to disarm them. Back away with your arms up. Remain calm.

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **S. WEATHER**

### ***Severe Weather Watch* has been issued in an area near center**

- Monitor NOAA Weather Stations (National Weather Service, Weather Channel).
- Bring all persons inside building(s).
- Close windows and blinds.
- Review severe weather drill procedures and location of safe areas. Severe weather safe areas are under desks and in hallways away from windows and large rooms.
- Review “drop, cover and hold” procedures with students.

### ***Severe Weather Warning* has been issued in an area near center or severe weather has been spotted near center**

- Shut off gas (if applicable).
- Move students and staff to safe areas.
- Remind teachers to take class roster & emergency information.
- Ensure that students are in “drop, cover and hold” positions.
- Account for all students.
- Remain in safe area until warning expires or until emergency personnel have issued an all-clear signal.

**SUPPORT APPENDICIES**



# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **A. STAFF ASSIGNMENTS**

### **Administrative Group:**

- Verify information.
- Identify Site Supervisor.
- Call 911 (if necessary). (*Dial 911, Give Site Information: Ozona Head Start, 1310 Ave G, Ozona, TX 76943, 325-392-3429*)
- Seal off high-risk area.
- Convene Emergency Response Team and implement crisis response procedures.
- Notify students and staff (depending on emergency; students may be notified by teachers).
- Evacuate students and staff if necessary.
- Refer media to Agency spokesperson (or designee).
- Notify community agencies (if necessary).
- Implement post-crisis procedures.
- Keep detailed notes of crisis event.

### **Support Group:**

- Secure building
- Maintain building operation
- Mitigate facility damage
- Assist in evacuation or sheltering operations

### **Teachers Group:**

- Verify information.
- Notify front office
- Lock classroom doors, unless evacuation orders are issued.
- Warn students, if advised.
- Account for all students.
- Stay with students during an evacuation. Take class roster & emergency information.
- Refer media to Agency spokesperson (or designee).
- Keep detailed notes of crisis event.

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## B. TRAINING MATRIX

Title	First Aid	CPR	Security	Evacuation	Safety	First Aid List
Site Supervisor	X	X	X	X	X	X
Teacher 1	X	X	X	X	X	X
Teacher's Aide	X	X	X	X	X	X
Food Service Personnel	X		X	X	X	X

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **C. EQUIPMENT INVENTORY**

### **-INSERT RESOURCE INVENTORY OF EMERGENCY EQUIPMENT-**

#### **INCLUDE:**

- Communications equipment
- First aid supplies
- Fire fighting equipment
- Lighting
- Classroom emergency kits
- Food
- Water
- Blankets
- Maintenance supplies
- Tools

**IDENTIFY ANY AND ALL AVAILABLE RESOURCES THAT MAY BE USED OR MAY BE  
NEEDED IN THE EVENT OF AN EMERGENCY**

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## D. DRILL LOG

Texas Dept of Family  
and Protective Services

### FIRE SAFETY PRACTICES

Form 7263  
May 2011

LOCATION OF FIRE EXTINGUISHERS

SEVERE WEATHER DRILLS (Every 3 Mos.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Time: \_\_\_\_\_

Exit Time: \_\_\_\_\_

Exit Time: \_\_\_\_\_

Staff Initial: \_\_\_\_\_

Staff Initial: \_\_\_\_\_

RELOCATION SITE FOR CHILDREN  
AND STAFF AFTER EVACUATING  
OPERATION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Time: \_\_\_\_\_

Exit Time: \_\_\_\_\_

Exit Time: \_\_\_\_\_

Staff Initial: \_\_\_\_\_

Staff Initial: \_\_\_\_\_

MONTHLY FIRE EXTINGUISHER CHECKS				FIRE DRILLS			Smoke Alarm Detector	CO Detector Test
Month	Date	Staff Initial	Person In Charge	Date & Time	Exit Time	Staff Initial	Date	Date
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

FIRST AID KIT  
LOCATION(S) \_\_\_\_\_

**BATTERY POWERED LIGHTING IS LOCATED IN EACH CHILD CARE ROOM - CHECK BATTERIES OPERATION**

INSPECTIONS: FIRE: \_\_\_\_\_ HEALTH: \_\_\_\_\_ GAS: \_\_\_\_\_



# OZONA HEAD START EMERGENCY RESPONSE PLAN

## F. EMERGENCY CONTACT NUMBERS

<b>Administration</b>	<b>Number</b>
Director / Executive Director	325-944-9666
Head Start Director	325-944-9666
Education, Mental Health, & Disability Manager	325-944-9666
Health, Nutrition & Parent Involvement Manager	325-944-9666
Facilities, ERSEA & Family & Community Manager	325-944-9666
Administrative Assistant	325-944-9666
<b>Public Safety Agencies</b>	<b>Number</b>
General Emergency	911
Police / Sheriff / Fire	911
Poison Control	1-800-362-0101
Local Hospital Emergency Rooms	325-884-2561
Health Department	325-657-4214
County Emergency Agency	325-392-2661
<b>Other Contacts</b>	<b>Number</b>
Agency Director / Executive Director	325-944-9666
Gas Company	325-392-2201
Water Company	325-392-2730
Electric Company	325-392-2683
State Collaborator	325-223-6892

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **G. INFLUENZA PLANNING**

A pandemic is a global disease outbreak. A flu pandemic occurs when a new influenza virus emerges that people have little or no immunity to and for which there may be no vaccine. The disease spreads easily person to-person and causes serious illness. It can sweep across the country and around the world very quickly. It is hard to predict when the next flu pandemic will occur or how bad it will be.

Child care and preschool programs can help protect the health of their staff and the children and families they serve. Interruptions in child care services during an influenza (flu) pandemic may cause conflicts for working parents that could result in high absenteeism in workplaces. Some of that absenteeism could be expected to affect personnel and workplaces that are critical to the emergency response system. The U.S. Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) offer this checklist to help programs prepare for the effects of a flu pandemic. Many of these steps can also help in other types of emergencies. More information on pandemic flu is available at [www.pandemicflu.gov](http://www.pandemicflu.gov).

### **1. Planning and Coordination:**

- Form a committee of staff members and parents to produce a plan for dealing with a flu pandemic. Include members from all different groups your program serves. Include parents who do not speak English who can help contact other non-English speakers in the community. Staff of very small programs might consider joining together with other similar programs for planning.
- Assign one person to identify reliable sources of information and watch for public health warnings about flu, school closings, and other actions taken to prevent the spread of flu.
- Learn who in your area has legal authority to close child care programs if there is a flu emergency.
- Learn whether the local / state health departments and agencies that regulate child care have plans. Be sure your flu plan is in line with their plans. Tell them if you can help support your community's plan.
- Identify all the ways a flu pandemic might affect your program and develop a plan of action. (For example, you might have problems with food service, transportation, or staffing.)
- Encourage parents to have a "Plan B" for finding care for their children if the program is closed during a flu pandemic. Give them ideas about where they might seek help based on your knowledge of the local child care community.
- Work with those in charge of your community's plan to find other sources of meals for low-income children who receive subsidized meals while in your care. (For example, locate food pantries and meals on wheels.)
- Learn about services in your area that can help your staff, children, and their families deal with stress and other problems caused by a flu pandemic.

## **OZONA HEAD START EMERGENCY RESPONSE PLAN**

- Stage a drill to test your plan and then improve it as needed. Repeat the drill from time to time.
- Consider volunteering to help in tests of community plans.
- Talk to other child care and preschool programs in your area to share information that could make your plan better. Discuss ways programs could work together to produce a stronger plan and pool resources.

### **2. Student Learning and Program Operations:**

- Plan how you would deal with program closings, staff absences, and gaps in student learning that could occur during a flu pandemic.
- Plan ways to help families continue their child's learning if your child care program or preschool is closed. (For example, give parents things they can teach at home. Tell them how to find ideas on the internet. Talk with child care resource referral agencies or other groups that could help parents continue their children's learning at home.)
- Plan ways to continue basic functions if your program is closed. (For example, continue meeting payroll and keeping in touch with staff and student's families.)

### **3. Communications Planning:**

- Have a plan for keeping in touch with staff members and students' families. Include several different methods of contacting them. (For example, you might use hotlines, telephone trees, text messaging, special Websites, local radio and / or TV stations.) Test the contact methods often to be sure they work.
- Make sure staff and families have seen and understand your flu pandemic plan. Explain why you need to have a plan. Give them a chance to ask questions.
- Give staff and students' families reliable information on the issues listed below in their languages and at their reading levels.
- How to help control the spread of flu by hand washing / cleansing and covering the mouth when coughing or sneezing. (See [www.cdc.gov / flu / school / .](http://www.cdc.gov/flu/school/))
- How to recognize a person that may have the flu, and what to do if they think they have the flu. (See [www.pandemicflu.gov](http://www.pandemicflu.gov).)
- How to care for ill family members. (See [www.hhs.gov / pandemic flu / plan / sup5.html#box4](http://www.hhs.gov/pandemicflu/plan/sup5.html#box4).)
- How to develop a family plan for dealing with a flu pandemic. (See [www.pandemicflu.gov / plan / guide](http://www.pandemicflu.gov/plan/guide))



# OZONA HEAD START EMERGENCY RESPONSE PLAN

## H. Public Information Release

Check ( ) as appropriate: Agency / Agency-wide \_\_\_\_\_ Center \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTE: If this is used as a script, read only those items checked. Make no other comments.

(Check off, fill in, and cross off as appropriate.)

\_\_\_\_\_ has just experienced a(n) \_\_\_\_\_

- The (students / employees) [(are being) or (have been)] accounted for.
- No further information is available at this time.
- Emergency medical services [(are here) or (are on the way) or (are not available to us)].
- Police [(are here) or (are on the way) or (are not available to us)].
- Fire Dept. / paramedics [(are here) or (are on the way) or (are not available to us)].
- \_\_\_\_\_ [(are here) or (are on the way) or (are not available to us)].
- Communication center(s) for parents (is / are) being set up at \_\_\_\_\_ to answer questions about individual students.
- Communication center(s) for families (is / are) being set up at \_\_\_\_\_ to answer questions about individual employees.
- Injuries have been reported at \_\_\_\_\_ and are being treated at the site by (Staff / professional medical responders). (#) \_\_\_\_\_ reported injured.
- Students have been taken to a safe area, \_\_\_\_\_, and are with [(classroom teachers / staff) or ( \_\_\_\_\_ )].
- (#) Students have been taken to the local emergency room for treatment of serious injury. Parents of injured students should go to the emergency room at \_\_\_\_\_
- (#) Confirmed deaths have been reported at \_\_\_\_\_ Names cannot be released until families have been notified.
- Structural damage has been reported at the following sites: \_\_\_\_\_

Release restrictions \_\_\_\_\_ No \_\_\_\_\_ Yes  
If yes, what?

Released to the public as Public Information Release # \_\_\_\_\_  
Date / Time: \_\_\_\_\_

# ***OZONA HEAD START EMERGENCY RESPONSE PLAN***

## **I. STAFF ROSTER**

Staff rosters are posted on the parent board for each school. Rosters are liable to change frequently due to new staff. If you have any questions about the roster, please see the site supervisor at the center.

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **J. CENTER MAPS**

**-INSERT MAPS OF CENTER AND SURROUNDING AREA-**

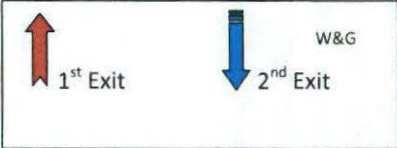
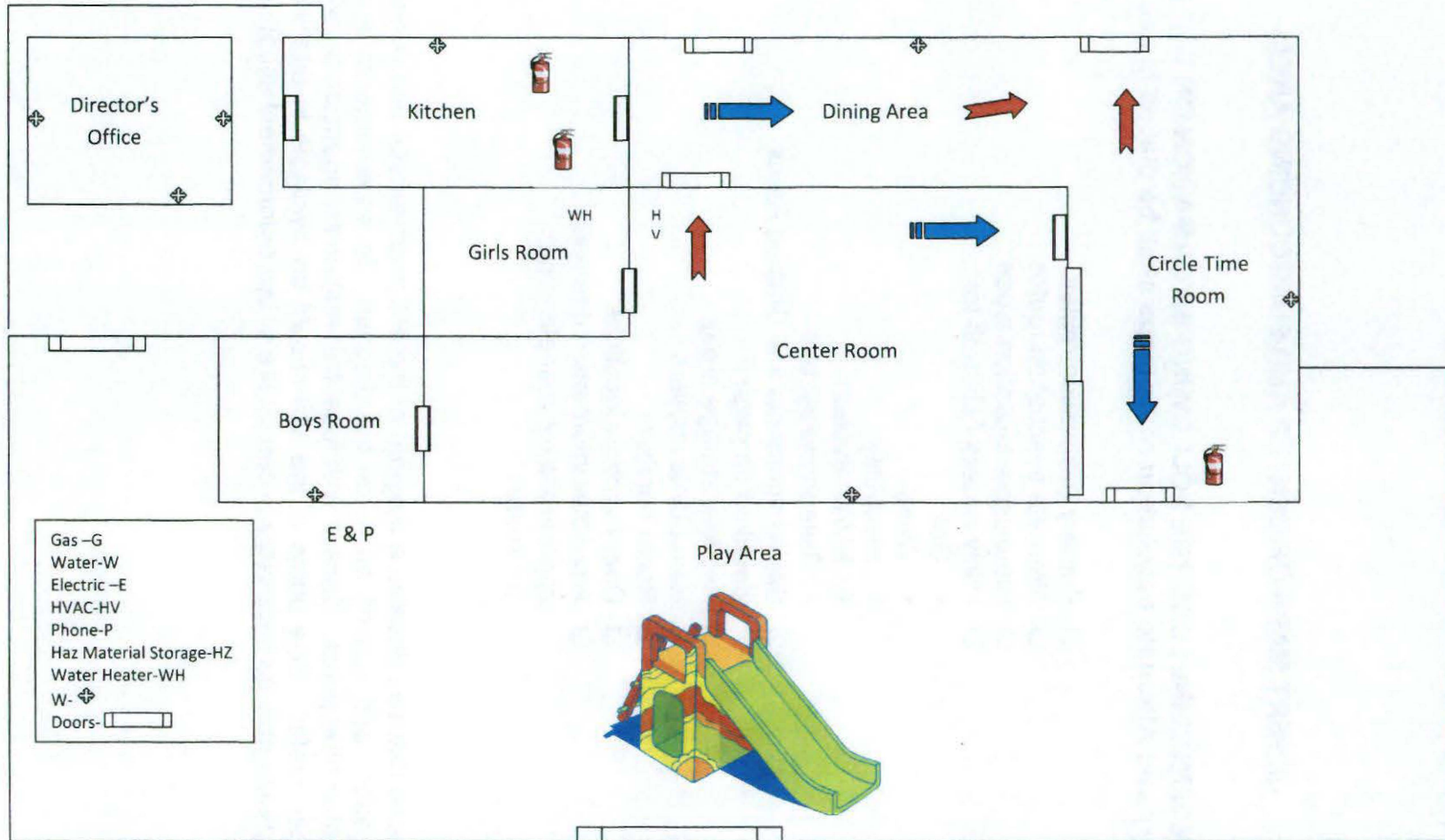
**AT MINIMUM INCLUDE THE FOLLOWING INFORMATION ON THE MAP:  
(Primary and Alternate evacuation route maps shall be placed in each room)**

- Primary evacuation routes
- Alternate evacuation routes
- Handicap evacuation areas
- Utility access / shut-off for
  - Gas
  - Water
  - Electricity
  - HVAC System
  - Telephone system
- Site assignments and Staging Areas identified on page 9
- Haz Mat storage areas
- Heat plants / boilers
- Room numbers
- Door / window locations
- Any other information deemed appropriate by your planning committee

### **NOTE:**

It is recommended that you develop a diagram of the entire center site and surrounding area and identify the locations and staging areas on the diagram. In an emergency a diagram may be easier to read than blue prints. Consult with local first responder agencies on what type of maps or diagrams they prefer. Blue prints of the site should be available in addition to the map or diagram. Blue prints may be necessary in certain fire or law enforcement situations.

### Ozona Head Start Emergency Exit



In case of a fire students & staff will cross street to the Sonic sidewalk.

In case of an evacuation the Primary meeting location is the Crockett County Library on 1201 Ave G. The Secondary location is the Ozona Fire Station on 905 Ave D.

For Official Use Only

OZONA HEAD START EMERGENCY RESPONSE PLAN

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## K. MEDIA

**All staff must refer media to site or Agency spokesperson.**

**The Center Agency, Law Enforcement and Fire assume responsibility for issuing public statements during an emergency. (This responsibility shall be pre-determined during the planning process)**

- The Director / Executive Director serve as Agency spokesperson unless he / she designate a spokesperson. If spokesperson is unavailable, an alternate assumes responsibilities.

Agency spokesperson	Carolina Raymond	325-944-9666
	Name	Telephone Numbers
Alternate Agency spokesperson	<u>John Austin Stokes</u>	325-944-9666
	Name	Telephone Numbers

- Center Public Information person acts as contact for emergency responders and assists Agency spokesperson with coordinating media communications. If Public Information person is unavailable, an alternate assumes responsibilities.

Center Public Information person	<u>Site Supervisor</u>
	Title
Alternate Public Information person	<u>Teacher</u>
	Title

**During an emergency, adhere to the following procedures:**

- Site Supervisor or designee relays all factual information to the director.
- The Director / Executive Director notify other centers in Agency and may ask center Public Information designee to prepare a written statement to media.
- Establish a media information center away from center.
- Update media regularly. **Do not say "No comment"**.
- Do not argue with media.
- Maintain log of all telephone inquiries. Use scripted response to respond to inquiries.

### **Media statement**

- Create a general statement before an incident occurs. Adapt statement during crisis.
- Emphasize safety of students and staff first.
- Briefly describe center's plan for responding to emergency.
- Issue brief statement consisting only of the facts.
- Respect privacy of victim(s) and family of victim(s). **Do not release names to media.**
- Refrain from exaggerating or sensationalizing crisis.**

# OZONA HEAD START EMERGENCY RESPONSE PLAN

## L. SITE STATUS REPORT

TO: \_\_\_\_\_ FROM: (name) \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PERSON IN CHARGE AT SITE: \_\_\_\_\_

Message via: 2-way Radio \_\_\_\_\_ Telephone \_\_\_\_\_ Messenger \_\_\_\_\_

### **EMPLOYEE / STUDENT STATUS**

	Absent	Injured	# Sent to Hosp. / med	Dead	Missing	Unaccounted for (Away from site)	# Released To parents	# Being supervised
Students								
Site Staff								
Others								

### **STRUCTURAL DAMAGE** Check damage / problem and indicate location(s).

Check ✓	Damage / Problem	Location(s)
	Gas leak	
	Water leak	
	Fire	
	Electrical	
	Communications	
	Heating / cooling	
	Other (list):	

**MESSAGE:** (include kind of immediate assistance required; can you hold out without assistance / how long? overall condition of campus, neighborhood & street conditions; outside agencies on campus & actions; names of injured, dead, missing and accounted for ASAP)

# OZONA HEAD START EMERGENCY RESPONSE PLAN



Form 7239  
May 2021-E

## Incident or Illness Report

Operations use this form to record all required information when a child sustains an injury, at the onset of an illness or reportable incident.

### Directions

Complete the form as follows:

- **Injury requiring medical treatment or hospitalization:** Complete all information in Sections I, II, V and VI.
- **Incident that placed a child at risk:** Complete all information in Sections I, II, V and VI.
- **Illness requiring hospitalization:** Complete all information in Sections I, III, V and VI.
- **Incidence of a child or employee contracting a communicable disease:** Complete all information in Sections I, IV, V and VI.

After completing the form:

- Notify parents as required by the minimum standards; and
- Keep the form on file at the operation.

### Privacy Statement

HHSC values your privacy. For more information, read the privacy policy online at: <https://hhs.texas.gov/policies-practices-privacy#security>.

### Section I – General Information

Director's Name:	Operation No.:	Date of Incident or Illness:	Time of Incident or Illness: <input type="radio"/> a.m. <input type="radio"/> p.m.
Parent(s)* Notified: <input type="radio"/> Yes <input type="radio"/> No	Date:	Time:	By:
*For communicable diseases, all parents must be notified.			
Child Care Regulation Notified: <input type="radio"/> Yes <input type="radio"/> No	Date:	Time:	By:

### Section II – Details of Injury and/or Incident (Section not used for incidences of communicable disease or illnesses.)

Child's Full Name:	Child's Date of Birth:	Caregiver in Charge:
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Describe the injury or risk:		
<input style="width: 100%; height: 100%;" type="text"/>		
How did the incident or injury occur?		
<input style="width: 100%; height: 100%;" type="text"/>		
Additional staff present and/or witness to the incident or injury:		
<input style="width: 100%; height: 100%;" type="text"/>		
Was first aid provided? <input type="radio"/> Yes <input type="radio"/> No What type of first aid was provided? _____		
Was Emergency Medical Services (EMS) called? <input type="radio"/> Yes <input type="radio"/> No Time EMS was called: _____		
Was child transported to receive medical care? <input type="radio"/> Yes <input type="radio"/> No Who transported the child? _____		

***Concho Valley Council of  
Governments  
Head Start***

***Appendix 1  
Active Shooter Response Plan***



CONCHO VALLEY  
COUNCIL OF GOVERNMENTS

Updated July 2017

**For Official Use Only**



# OZONA HEAD START EMERGENCY RESPONSE PLAN

## ACTIVE SHOOTER

Upon recognizing the danger, as soon as it is safe to do so, staff or others must alert responders by contacting 911 with as clear and accurate information as possible. As the situation develops, it is possible that students and staff will need to use more than one option.

During an active shooter situation, staff will rarely have all of the information they need to make a fully informed decision about which option is best. While they should follow the plan and any instructions given during an incident, often they will have to rely on their own judgment to decide which option will best protect lives.

### **Run**

If it is safe to do so for yourself and those in your care, the first course of action that should be taken is to run out of the building and far away until you are in a safe location.

- Leave personal belongings behind;
- Visualize possible escape routes, including physically accessible routes for students and staff with disabilities as well as persons with access and functional needs;
- Avoid escalators and elevators;
- Take others with you, but not to stay behind because others will not go;
- Call 911 when safe to do so

### **Hide**

If running is not a safe option, hide in as safe a place as possible. In addition:

- Lock the doors;
- Barricade the doors with heavy furniture;
- Close and lock windows and close blinds or cover windows;
- Turn off lights;
- Silence all electronic devices;
- Hide along the wall closest to the exit but out of the view from the hallway (allowing for an ambush of the shooter and for possible escape if the shooter enters the room);
- Use strategies to silently communicate with first responders if possible; and
- Remain in place until given an all clear by identifiable law enforcement officers.

Students and staff should be trained to hide in a location where the walls might be thicker and have fewer windows.

### **Fight**

If neither running nor hiding is a safe option, as a last resort when confronted by the shooter, adults in immediate danger should consider trying to disrupt or incapacitate the shooter by using aggressive force and items in their environment, such as fire extinguishers, and chairs.

Sources:

<https://rems.ed.gov/K12ActiveShooterSituations.aspx>

[http://rems.ed.gov/docs/REMS\\_k-12\\_Guide\\_508.pdf](http://rems.ed.gov/docs/REMS_k-12_Guide_508.pdf)

# **OZONA HEAD START EMERGENCY RESPONSE PLAN**

## **NOTIFICATION**

The primary consideration under any school related emergency shall be the safety, welfare and health of the students.

1. It is essential that parent/guardian inform staff of any contact information changes as soon as they occur. Information is required to be kept up-to-date in case of emergencies.
2. Under emergency situations, parent/guardian will be contacted as soon as practical and safe via messenger system or phone.
3. If the child is released to emergency personnel:
  - Staff will obtain the emergency personnel's information (name, agency they work for and vehicle number or license plate)
  - Where the child is being taken to
  - Notify parent/guardian listed on the child's emergency information
  - Complete Incident Report

### **Emergency Documents and Resources**

The teacher will have these items with him/her in every emergency situation or practice drill -- Evacuation, Shelter-in, and Lock-Down.

- Daily sign-in sheet
- Up-to-date family contact information
- Authorization for emergency care for each child.
- Medical information on children, as appropriate (e.g., special needs)
- Emergency Backpack

These items must be quickly available.

# Memo

**To:** Executive Committee

**From:** Carolina Raymond – Director of Head Start

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 11

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## ITEM 11

Carolina Raymond, Director of Head Start, is seeking consideration and approval of the ERP Plans for Christoval and Ozona Head Starts.

*Approved at the Executive Committee Meeting on August 9, 2023.*



# Part 1302 Program Structure

## **Subpart B – Program Structure**

1302.20 Determining program structure.

1302.21 Center- Based option.

1302.22 Home-based option.

1302.23 Family child care option.

1302.24 Locally-designed program option variations.

Standard	Performance Standard	Plan of Action
<p><b>Subpart B</b></p> <p><b>§1302.20</b></p> <p>(a)</p> <p>(1)</p> <p>(2)</p> <p>(b)</p>	<p><b>Program Structure</b></p> <p><b>Determining program structure.</b></p> <p><u>Choose a program option.</u></p> <p>A program must choose to operate one or more of the following program options: center-based, home-based, family child care, or an approved locally-designed variation as described in §1302.24. The program option(s) chosen must meet the needs of children and families based on the community assessment described in §1302.11(b). A Head Start program serving preschool-aged children may not provide only the option described in §1302.22(a) and (c)(2).</p> <p>To choose a program option and develop a program calendar, a program must consider in conjunction with the annual review of the community assessment described in §1302.11(b)(2), whether it would better meet child and family needs through conversion of existing slots to full school day or full working day slots, extending the program year, conversion of existing Head Start slots to Early Head Start slots as described in paragraph (c) of this section, and ways to promote continuity of care and services. A program must work to identify alternate sources to support full working day services. If no additional funding is available, program resources may be used.</p> <p><u>Comprehensive services.</u> All program options must deliver the full range of services, as described in subparts C, D, E, F, and G of this part, except that</p>	<p>Head Start/Early Head will remain center-based until the community assessment reflects another program option meets the needs of the children and families in the community. Our program is center based, No more than six hours for Head Start and no more than seven hours for Early Head Start.</p> <p>Not applicable</p>

Standard	Performance Standard	Plan of Action
(c)	<p>§1302.30 through 1302.32 and §1302.34 do not apply to home-based options.</p> <p><u>Conversion.</u></p>	
(1)	Consistent with section 645(a)(5) of the Head Start Act, grantees may request to convert Head Start slots to Early Head Start slots through the re-funding application process or as a separate grant amendment.	Follow standard
(2)	Any grantee proposing a conversion of Head Start services to Early Head Start services must obtain policy council and governing body approval and submit the request to their regional office.	Follow Standard
(3)	With the exception of American Indian and Alaska Native grantees as described in paragraph (c)(4) of this section, the request to the regional office must include:	Not applicable
(i)	A grant application budget and a budget narrative that clearly identifies the funding amount for the Head Start and Early Head Start programs before the proposed conversion;	Follow Standard
(ii)	The results of the community assessment demonstrating how the proposed use of funds would best meet the needs of the community, including a description of how the needs of eligible Head Start children will be met in the community when the conversion takes places;	Follow Standard
(iii)	A revised program schedule that describes the program options and the number of funded	Follow Standard

<b>Standard</b>	<b>Performance Standard</b>	<b>Plan of Action</b>
	enrollment slots for Head Start and Early Head Start programs before and after the proposed conversion:	
(iv)	A description of how the needs of pregnant women, infants, toddlers will be addressed;	Follow Standard
(v)	A discussion of the agency’s capacity to carry out an effective Early Head Start program in accordance with the requirements of section 645A(b) of the Head Start Act and all applicable regulations;	Follow Standard
(vi)	Assurances that the agency will participate in training and technical assistance activities required of all Early Head Start grantee;	Follow Standard
(vii)	A discussion of the qualifications and competencies of the child development staff proposed for the Early Head Start program, as well as a description of the facilities and program infrastructure that will be used to support the new or expanded Early Head Start program;	Follow Standard
(viii)	A discussion of any one-time funding necessary to implement the proposed conversion and how the agency intends to secure such funding; and,	Follow Standard
(ix)	The proposed timetable for implementing this conversion, including updating school readiness goals as described in Subpart J of this part.	Follow Standard
(4)	Consistent with section 645(d)(3) of the Act, any American Indian and Alaska Native grantee that operates both an Early Head Start program and a Head Start program may reallocate funds between the	Not applicable

Standard	Performance Standard	Plan of Action
<p>(d)</p> <p><b>§1302.21</b></p> <p>(a)</p> <p>(b)</p> <p>(1)</p>	<p>programs at its discretion and at any time during the grant period involved, in order to address fluctuations in client populations. An American Indian and Alaska Native program that exercises this discretion must notify the regional office.</p> <p><u>Source of funding.</u> A program may consider hours of service that meet the Head Start Program Performance Standards, regardless of the source of funding, as hours of planned class operations for the purposes of meeting the Head Start and Early Head Start service duration requirements in this subpart.</p> <p><b>Center-based option.</b></p> <p><u>Setting.</u> The center-based option delivers the full range of services, consistent with §1302.20(b). Education and child development services are delivered primarily in classroom settings.</p> <p><u>Ratios and group size.</u></p> <p>Staff-child ratios and group size maximums must be determined by the age of the majority of children and the needs of children present. A program must determine the age of the majority of children in a class at the start of the year and may adjust this determination during the program year, if necessary. Where state of local licensing requirements is more stringent than the teacher-child ratios and group size specifications in this section, a program must meet the stricter requirements. A program must maintain appropriate ratios during all hours of program operation, except:</p>	<p>Follow Standard</p> <p>Follow standard</p> <p>Follow Standard</p>



Standard	Performance Standard	Plan of Action
<p>(i)</p> <p>(ii)</p> <p>(2)</p> <p>(3)</p>	<p>For brief absences of a teaching staff member for no more than five minutes; and,</p> <p>During nap time one teaching staff member may be replaced by one staff member or trained volunteer who does not meet the teaching qualifications required for the age.</p> <p>An Early Head Start or Migrant or Seasonal Head Start class that serves children under 36 months old must have two teachers with no more than eight children, or three teachers with no more than nine children. Each teacher must be assigned consistent, primary responsibility for no more than four children to promote continuity of care for individual children. A program must minimize teacher changes throughout a child's enrollment, whenever possible, and consider mixed age group classes to support continuity of care.</p> <p>A class that serves a majority of children who are three years old must have no more than 17 children with a teacher and teaching assistant or two teachers.</p> <p>A double session class that serves a majority of children who are three years old must have no more than 15 children with a teacher and teaching assistant or two teachers.</p>	<p>Staff will never leave children unsupervised for any reason.</p> <p>1. During nap/rest time for 18 months and older one teaching staff must be free from activities, not directly involving the teaching, care and supervision of children, such as administrative and clerical duties, meal preparation, janitorial duties and personal use of electronic devices. For Classrooms serving children under 18 months if more than two paid staff are present, you can follow the above. A trained volunteer may not be left with children alone at anytime. A paid Head Start Staff must be present.</p> <p>Follow Standard</p> <p>Follow Standard</p> <p>Not applicable</p>

Standard	Performance Standard	Plan of Action						
(4)	<p>A class that serves a majority of children who are four and five years old must have no more than 20 children with a teacher and a teaching assistant or two teachers.</p> <p>A double session class that serves a majority of children who are four and five years old must have no more than 17 children with a teacher and a teacher assistant or two teachers.</p> <p><b>Table to §1302.21(b)- Center-based group size</b></p> <table border="1" data-bbox="443 656 1020 1037"> <tbody> <tr> <td data-bbox="443 656 680 802"><b>4 and 5-yearolds</b></td> <td data-bbox="680 656 1020 802"> <ul style="list-style-type: none"> <li>•No more than 20 children enrolled in any class.</li> <li>•No more than 17 children enrolled in any double session class.</li> </ul> </td> </tr> <tr> <td data-bbox="443 802 680 948"><b>3-yearolds</b></td> <td data-bbox="680 802 1020 948"> <ul style="list-style-type: none"> <li>•No more than 17 children enrolled in any class.</li> <li>•No more than 15 children enrolled in any double session class.</li> </ul> </td> </tr> <tr> <td data-bbox="443 948 680 1037"><b>Under 3 years old</b></td> <td data-bbox="680 948 1020 1037"> <ul style="list-style-type: none"> <li>•No more than 8 or 9 children enrolled in any class, depending on the number of teachers.</li> </ul> </td> </tr> </tbody> </table>	<b>4 and 5-yearolds</b>	<ul style="list-style-type: none"> <li>•No more than 20 children enrolled in any class.</li> <li>•No more than 17 children enrolled in any double session class.</li> </ul>	<b>3-yearolds</b>	<ul style="list-style-type: none"> <li>•No more than 17 children enrolled in any class.</li> <li>•No more than 15 children enrolled in any double session class.</li> </ul>	<b>Under 3 years old</b>	<ul style="list-style-type: none"> <li>•No more than 8 or 9 children enrolled in any class, depending on the number of teachers.</li> </ul>	<p>Follow Standard</p> <p>Not applicable</p>
<b>4 and 5-yearolds</b>	<ul style="list-style-type: none"> <li>•No more than 20 children enrolled in any class.</li> <li>•No more than 17 children enrolled in any double session class.</li> </ul>							
<b>3-yearolds</b>	<ul style="list-style-type: none"> <li>•No more than 17 children enrolled in any class.</li> <li>•No more than 15 children enrolled in any double session class.</li> </ul>							
<b>Under 3 years old</b>	<ul style="list-style-type: none"> <li>•No more than 8 or 9 children enrolled in any class, depending on the number of teachers.</li> </ul>							
(c) (1) (i) (ii)	<p><u>Service Duration.</u></p> <p><u>Early Head Start.</u></p> <p>By August 1, 2018 a program must provide 1,380 annual hours of planned class operations for all enrolled children.</p> <p>A program that is designed to meet the needs of young parents enrolled in school settings may meet</p>	<p>1. CVCOG provides a minimum of 1,380 annual hours for Early Head Start.</p> <p>Not applicable</p>						

Standard	Performance Standard	Plan of Action
	<p>the service duration requirements in paragraph (c)(1)(i) of this section if it operates a center-based program schedule during the school year aligned with its local education agency requirements and provides regular home-based services during the summer break.</p>	
(2)	<u>Head Start.</u>	
(i)	<p>Until a program is operating all of its Head Start center-based funded enrollment at the standard described in paragraph (c)(2)(iv) or (v) of this section, a program must provide, at a minimum, at least 160 days per year of planned class operations if it operates five days per week, or at least 128 days per year if it operates four days per week. Classes must operate for a minimum of 3.5 hours per day.</p>	Not applicable
(ii)	<p>Until a program is operating all of its Head Start center-based funded enrollment at the standard described in paragraph (c)(2)(iv) or (v) of this section, if a program operates a double session variation, it must provide classes for four days per week for a minimum of 128 days per year and 3.5 hours per day. Each double session class staff member must be provided adequate break time during the course of the day. In addition, teachers, aides, and volunteers must have appropriate time to prepare for each session together, to set up the classroom environment, and to give individual attention to children entering and leaving the center.</p>	Not applicable
(iii)	<p>By August 1, 2019, a program must provide 1,020 annual hours of planned class operations over the</p>	Not applicable

Standard	Performance Standard	Plan of Action
(iv)	<p>course of at least eight months per year for at least 50 percent of its Head Start center-based funded enrollment.</p> <p>By August 1, 2021, a program must provide 1,020 annual hours of planned class operations over the course of at least eight months per year for all of its Head Start center-based funded enrollment.</p>	<p>1. CVCOG follows each county and local school calendar and will provide a minimum of 1,020 annual hours per year.</p>
(v)	<p>A Head Start program providing fewer than 1,020 annual hours of planned class operations or fewer than eight months of service is considered to meet the requirements described in paragraphs (c)(2)(iii) and (iv) of this section if its program schedule aligns with the annual hours required by its local education agency for grade one and such alignment is necessary to support partnerships for service delivery.</p>	<p>Not applicable</p>
(3)	<p><u>Secretarial determination.</u></p>	
(i)	<p>On or before February 1, 2018, the Secretary may lower the required percentage described in paragraph (c)(2)(iii) of this section, based on an assessment of the availability of sufficient funding to mitigate a substantial reduction in funded enrollment; and,</p>	<p>No action required at this time.</p>
(ii)	<p>On or before February 1, 2020, the Secretary may lower the required percentage described in paragraph (c)(2)(iv) of this section, based on an assessment of the availability of sufficient funding to mitigate a substantial reduction in funded enrollment.</p>	<p>No action required at this time.</p>
(4)	<p><u>Extension.</u> If an extension is necessary to ensure children enrolled in the program on November 7, 2016</p>	<p>Not applicable</p>

Standard	Performance Standard	Plan of Action
	<p>are not displaced from the Early Head Start or Head Start program, a program may request a one-year extension from the responsible HHS official of the requirements outlined in paragraph (c)(1) and (c)(2)(iii) of this section.</p> <p><u>Exemption for Migrant or Seasonal Head Start programs.</u> A Migrant or Seasonal program is not subject to the requirements described in §1302.21(c)(1) or (2), but must make every effort to provide as many days and hours of service as possible to each child and family.</p> <p><u>Calendar planning.</u> A program must:</p>	
(5)		Not applicable
(6)	<p>Plan its year using a reasonable estimate of the number of days during a year that classes may be closed due to problems such as inclement weather; and,</p>	We follow each County and local school calendar.
(i)		
(ii)	<p>Make every effort to schedule makeup days using existing resources if hours of planned class operations fall below the number required per year.</p>	Follow Standard
(d)	<p><u>Licensing and square footage requirements.</u></p>	
(1)	<p>The facilities used by a program must meet state, tribal, or local licensing requirements, even if exempted by the licensing entity. When state, tribal, or local requirements vary from Head Start requirements, the most stringent provision takes precedence.</p>	Follow Standard

Standard	Performance Standard	Plan of Action
(2)	A center-based program must have at least 35 square feet of usable indoor space per child available for the care and use of children (exclusive of bathrooms, halls, kitchen, staff rooms, and storage places) and at least 75 square feet of usable outdoor play space per child.	1. Head Start Performance standards require 35 square feet of usable indoor space per child. 2. §746.4301 – Minimum Standards for Child Care Centers – Child Care Regulation – TX HHSC indicates that we must have 80 square feet of outdoor activity space for each child.
(3)	A program that operates two or more groups within an area must ensure clearly defined, safe divisions to separate groups. A program must ensure such spaces are learning environments that facilitate the implementation of the requirements in subpart C of this part. The divisions must limit noise transfer from one group to another to prevent disruption of an effective learning environment.	Follow Standard
<b>§1302.22</b>	<b>Home-based option.</b>	
(a)	<u>Setting.</u> The home-based option delivers the full range of services, consistent with §1302.20(b), through visits with the child’s parents, primarily in the child’s home and through group socialization opportunities in a Head Start classroom, community facility, home, or on field trips. For Early Head Start programs, the home-based option be used to deliver services to some or all of a program’s enrolled children. For Head Start programs, the home-based option may only be used to deliver services to a portion of a program’s enrolled children.	Not Applicable
(b)	<u>Caseload.</u> A program that implements a home-based option must maintain an average caseload of 10 to 12	Not Applicable

Standard	Performance Standard	Plan of Action
	families per home visitor with a maximum of 12 families for any individual home visitor.	
(c)	<u>Service duration.</u>	
(1)	<u>Early Head Start.</u> By August 1, 2017, an Early Head Start home-based program must:	
(i)	Provide one-hour visit per week per family that lasts at least an hour and a half and provide a minimum of 46 visits per year; and,	Not Applicable
(ii)	Provide, at a minimum, 22 group socialization activities distributed over the course of the program year.	Not Applicable
(2)	<u>Head Start.</u> A Head Start home-based program must:	Not Applicable
(i)	Provide one home visit per week per family that lasts at least an hour and a half and provide a minimum of 32 visits per year; and,	Not Applicable
(ii)	Provide, at a minimum, 16 group socialization activities distributed over the course of the program year.	Not Applicable
(3)	<u>Meeting minimum requirements.</u> A program that implements a home-based option must:	Not Applicable
(i)	Make up planned home visits or scheduled group socialization activities that were canceled by the program, and to the extent possible attempt to make up planned home visits canceled by the family, when this is necessary to meet the minimums described in paragraphs (c)(1) and (2) of this section; and,	Not Applicable

Standard	Performance Standard	Plan of Action
<p>(ii)</p> <p>(d)</p> <p><b>§1302.23</b></p> <p>(a)</p> <p>(1)</p> <p>(2)</p>	<p>Not replace home visits or scheduled group socialization activities for medical or social service appointments for the purposes of meeting the minimum requirements described in paragraphs (c)(1) and (2) of this section.</p> <p><u>Safety requirements.</u> The areas for learning, playing, sleeping, toileting, preparing food, and eating in facilities used for group socializations in the home-based option must meet the safety standards described in §1302.47(1)(ii) through (viii).</p> <p><b>Family child care option.</b></p> <p><u>Setting.</u> The family child care program option delivers the full range of services, consistent with §1302.20(b). Education and child development services are primarily delivered by a family child care provider in their home or other family-like setting. A program may choose to offer the family child care option if:</p> <p>The program has a legally binding agreement with one or more family child care provider(s) that clearly defines the roles, rights, and responsibilities of each party, or the program is the employer of the family child care provider, and ensures children and families enrolled in this option receive the full range of services described in subparts C, D, E, F, and G of this part; and,</p> <p>The program ensures family child care homes are available that can accommodate children and families with disabilities.</p> <p><u>Ratios and group size.</u></p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>



Standard	Performance Standard	Plan of Action
(b)	<p>A program that operates the family child care option where Head Start children are enrolled must ensure group size does not exceed the limits specified in this section. If the family child care provider's own children under the age of six are present, they must be included in the group size.</p>	Not Applicable
(1)		Not Applicable
(2)	<p>When there is one family child care provider, the maximum group size is six children and no more than two of the six may be under 24 months of age. When there is a provider and an assistant, the maximum group size is twelve children with no more than four of the twelve children under 24 months of age.</p>	Not Applicable
(3)	<p>One family child care provider may care for up to four children younger than 36 months of age with a maximum group size of four children, and no more than two of the four children may be under 18 months of age.</p>	Not Applicable
(4)	<p>A program must maintain appropriate ratios during all hours of program operation. A program must ensure providers have systems to ensure the safety of any child not within view for any period. A program must make substitute staff and assistant providers available with the necessary training and experience to ensure quality services to children are not interrupted.</p>	Not Applicable
(c)	<p><u>Service duration.</u> Whether family child care option services are provided directly or via contractual arrangement, a program must ensure family child care providers operate sufficient hours to meet the child</p>	Not Applicable

Standard	Performance Standard	Plan of Action
(d)	<p>care needs of families and not less than 1,380 hours per year.</p> <p><u>Licensing requirements.</u> A family child-care provider must be licensed by the state, tribal, or local entity to provide services in their home or family-like setting. When state, tribal, or local requirements vary from Head Start requirements, the most stringent provision applies.</p>	Not Applicable
(e)	<p><u>Child development specialist.</u> A program that offers the family child care option must provide a child development specialist to support family child care providers and ensure the provision of quality services at each family child care home. Child development specialists must:</p>	Not Applicable
(1)	<p>Conduct regular visits to each home, some of which are unannounced, not less than once every two weeks;</p>	Not Applicable
(2)	<p>Periodically verify compliance with either contract requirements or agency policy;</p>	Not Applicable
(3)	<p>Facilitate ongoing communication between program staff, family child care providers, and enrolled families; and,</p>	Not Applicable
(4)	<p>Provide recommendations for technical assistance and support the family child care provider in developing relationships with other child care professionals.</p>	Not Applicable
<b>§1302.24</b>	<b>Locally-designed program option variations.</b>	Not applicable at this time.

Standard	Performance Standard	Plan of Action
(a)	<p><u>Waiver option.</u> Programs may request to operate a locally-designed program option, including a combination of program options, to better meet the unique needs of their communities or to demonstrate or test alternative approaches for providing program services. In order to operate a locally-designed program option, programs must seek a waiver as described in this section and must deliver the full range of services, consistent with §1302.20(b), and demonstrate how any change to their program design is consistent with achieving program goals in subpart J of this part.</p>	Not applicable
(b)	<p><u>Request for approval.</u> A program’s request to operate a locally-designed variation may be approved by the responsible HHS official through the end of a program’s current grant or, if the request is submitted through a grant application for an upcoming project period, for the project period of the new award. Such approval may be revoked based on progress toward program goals as described in §1302.102 and monitoring as described in §1304.2.</p>	
(c)	<p><u>Wavier requirements.</u></p>	Follow Standard
(1)	<p>The responsible HHS official may waive one or more of the requirements contained in §1302.21(b), (c)(2)(i), and (c)(2)(iii) and (iv); §1302.22(a) through (c); but may not waive ratios or group size for children under 24 months. Center-based locally-designed options must meet the minimums descried in section 640(k)(1) of the Act for center-based programs.</p>	Follow Standard

Standard	Performance Standard	Plan of Action
(2)	<p>If the responsible HHS official determines a waiver of group size for center-based services would better meet the needs of children and families in a community, the group size may not exceed the limits below:</p>	
(i)	<p>A group that serves children 24 to 36 months of age must have no more than ten children; and,</p>	Follow Standard
(ii)	<p>A group that serves predominantly three-year-old children must have no more than twenty children; and,</p>	Follow Standard
(iii)	<p>A group that serves predominantly four-year-old children must have no more than twenty-four children.</p>	Follow Standard
(3)	<p>If the responsible HHS official approves a waiver to allow a program to operate below the minimums described in §1302.21(c)(2)(iii) or (iv), a program must meet the requirements described in §1302.21(c)(2)(i), or in the case of a double session variation, a program must meet the requirements described in §1302.21(c)(2)(ii).</p>	Follow Standard
(4)	<p>In order to receive a waiver under this section, a program must provide supporting evidence that demonstrates the locally-designed variation effectively supports appropriate development and progress in children’s early learning outcomes.</p>	Follow Standard
(5)	<p>In order to receive a waiver of service duration, a program must meet the requirement in paragraph</p>	Follow Standard

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(d)	<p>(c)(4) of this section, provide supporting evidence that it better meets the needs of parents than the applicable service duration minimums described in §1302.21(c)(1), and (c)(2)(iii) and (iv), §1302.22(c), or §1302.23(c), and assess the effectiveness of the variation in supporting appropriate development and progress in children’s early learning outcomes.</p> <p><u>Transition from previously approved program options.</u> If, before November 7, 2016, a program was approved to operate a program option that is no longer allowable under §§1302.21 through 1302.23, a program may continue to operate that model until July 31, 2018.</p>	Not applicable



## 1302 Education and Child Development Program Services

### **Subpart C – Education and Child Development Program Services**

1302.30 Purpose.

1302.31 Teaching and the learning environment.

1302.32 Curricula.

1302.33 Child screenings and assessments.

1302.34 Parent and family engagement in education and child development services.

1302.35 Education in home-based programs.

1302.36 Tribal language preservation and revitalization.



Standard	Performance Standard	Plan of Action
(a)	<p>Teaching and the learning environment. A center-based and family child care program must ensure teachers and other relevant staff provide responsive care, effective teaching, and an organized learning environment that promotes healthy development and children’s skill growth aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, including for children with disabilities. A program must also support implementation of such environment with integration of regular and ongoing supervision and a system of individualized and ongoing professional development, as appropriate. This includes, at a minimum, the practices described in paragraph (b) through (e) of this section.</p>	<ol style="list-style-type: none"> <li>1. Teaching staff and other relevant staff are provided professional development on program policies and procedures.</li> <li>2. Staff and classrooms are monitored using the Monitoring Protocol, CLASS tool and are provided Coaching as needed to ensure teaching staff and other relevant staff provide responsive care, effective teaching and appropriate supervision that promote healthy development and children’s growth aligned with the Head Start and Early Head Start Early Learning Outcomes Framework: Birth to Five. (ELOF)</li> <li>3. All staff are provided training on Active Supervision. Teaching staff ensure no child is left alone or unsupervised, inside or outside the classroom. Teaching staff will not sit down while the children are on the playground; staff position themselves so they can always observe all children; this allows teaching staff to react quickly when necessary and to stay close to children that may need additional support. Teaching staff will use the “Transition Roll Call” to account for all children with name-to-face recognition by visually identifying each child when transitioning children from the classroom.</li> <li>4. Teaching staff should always be able to account for the children in their care. They continuously scan the entire environment to know where everyone is and what they are doing. They also count the children frequently. This is especially important during transitions when children are moving from one location to another.</li> <li>5. Teaching staff are provided support from their Site Supervisor as well as ongoing professional development from the administrative staff.</li> <li>6. Head Start and Early Head Start Teaching staff are observed at least two times during the program year by reliable CLASS observers using the CLASS tool.</li> <li>7. Coaching may be provided to teaching staff as needed.</li> </ol>
(b)	<p><u>Effective teaching practices.</u></p>	



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(1)	Teaching practices must:	
(i)	Emphasize nurturing and responsive practices, interactions, and environments that foster trust and emotional security; are communication and language rich; promote critical thinking and problem-solving; social, emotional, behavioral, and language development; provide supportive feedback for learning; motivate continued effort; and support all children’s engagement in learning experiences and activities;	<ol style="list-style-type: none"> <li>1. Head Start and Early Head Start teaching staff are provided professional development on the CLASS domains and dimensions; Emotional Support, Classroom Organization and Instruction Support.</li> <li>2. Head Start teaching practices are aligned with the CLASS domains, dimensions and indicators.</li> <li>3. All teaching staff rely on a consistent daily schedule and routines to foster trust and emotional security.</li> <li>4. All teaching staff develop lesson plans with a variety of activities that promote language development, higher-order thinking skills, problem-solving and emotional and behavioral skill development.</li> </ol>
(ii)	Focus on promoting growth in the developmental progressions described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five by aligning with and using the Framework and the curricula as described in §1302.32 to direct planning of organized activities, schedules, lesson plans, and the implementation of high-quality early learning experiences that are responsive to and build upon each child’s individual pattern of development and learning;	<ol style="list-style-type: none"> <li>1. All teaching staff develops lesson plans that provide intentional learning experiences that build upon the individual needs of children and focus on the growth and development of children as defined in the ELOF. (Early Learning Outcomes Framework).</li> <li>2. All teaching staff must provide a consistent daily schedule to establish routines and must plan transitions that include intentional learning opportunities.</li> </ol>
(iii)	Integrate child assessment data in individual and group planning; and,	<ol style="list-style-type: none"> <li>1. All teaching staff use assessment data to plan individualization, as well as large and small group activities.</li> </ol>
(iv)	Include developmentally appropriate learning experiences in language, literacy, social and emotional development, math, science, social studies, creative arts, and physical development that are focused toward achieving progress outlined in the Head Start Early Learning Outcomes Framework; Ages Birth to Five.	<ol style="list-style-type: none"> <li>1. Teaching staff provide developmentally appropriate learning experiences that focus on the 5 domains outlined in the ELOF. <b>Infant/Toddler Domains:</b> Approaches to Learning including initiative, curiosity and creativity; Social and Emotional Development including social studies; Language and Communication, Cognition, Perceptual, Motor and Physical Development. <b>Preschooler Domains:</b> Approaches to Learning,</li> </ol>

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		<p>Social and Emotional Development, Language and Communication, Literacy, Mathematics Development, Scientific Reasoning, Perceptual, Motor and Physical Development.</p>
(2)	<p>For dual language learning, a program must recognize bilingualism and biliteracy as strengths and implement research-based teaching practices that support their development. These practices must:</p>	<p>1. We will provide training for staff on bilingualism and biliteracy and their importance to dual language learners.</p>
(i)	<p>For an infant or toddler, dual language learning, include teaching practices that focus on the development of the home language, when there is a teacher with appropriate language competency, and experiences that expose the child to English;</p>	<p>1. For infants and toddler dual language learners, teaching staff will focus on the child’s development of their home language while planning English rich language experiences.</p>
(ii)	<p>For a preschool age, dual language learner, include teaching practices that focus on both English language acquisition and the continued development of the home language; or,</p>	<p>1. For preschool age dual language learners, teaching staff will focus on both English language acquisition and the continued development of the child’s home language, when possible. 2. The learning environment will include culturally and linguistically appropriate materials.</p>
(iii)	<p>If staff do not speak the home language of all children in the learning environment, include steps to support the development of the home language for dual language learners such as having culturally and linguistically appropriate materials available and other evidence-based strategies. Programs must work to identify volunteers who speak children’s home language/s who could be trained to work in the classroom to support children’s continued development of the home language.</p>	<p>1. If staff do not speak the home language of all children in the classroom, the program or teaching staff will try to identify volunteers who speak children’s home language(s) to help support the continued development of their home language as well as supporting their acquisition of the English language.</p>
(c)	<p><u>Learning environment.</u> A program must ensure teachers implement well-organized learning</p>	<p>1. The indoor learning environment will be arranged in well-defined learning centers and will be supplied with</p>

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	<p>environments with developmentally appropriate schedules, lesson plans, and indoor and outdoor learning experiences that provide adequate opportunities for choice, play, exploration and experimentation among a variety of learning, sensory, and motor experiences and:</p>	<p>developmentally appropriate STEAM (science, technology, engineering, art, math) materials that will allow for choices, creative expression, exploration and experimentation.</p> <p>2. The outdoor learning environment offers adequate space and will be supported by appropriate materials and equipment to allow for choices, exploration and experimentation.</p>
(1)	<p>For infants and toddlers, promote relational learning and include individualized and small group activities that integrate appropriate daily routines into a flexible schedule of learning experiences; and,</p>	<p>1. The infant/toddler learning environment will provide developmentally appropriate daily routines within a flexible schedule to promote individualization and small group activities.</p> <p>2. The learning environment will be arranged to allow infant/toddlers the opportunity to explore and experience a variety of sensory and motor materials in a safe manner.</p>
(2)	<p>For preschool age children, include teacher-directed and child-initiated activities, active and quiet learning activities, and opportunities for individual, small group, and large group learning activities.</p>	<p>1. The preschool learning environment will be organized into well-organized learning centers which include:</p> <ul style="list-style-type: none"> <li>• Pretend and Learn Center</li> <li>• Construction</li> <li>• Library/Listen</li> <li>• Writing/ABC Corner</li> <li>• Science/Math</li> <li>• Health/Nutrition</li> <li>• Creative Arts</li> <li>• Table Toys</li> <li>• Technology</li> <li>• Sand &amp; Water</li> </ul> <p>2. A “Safe Place” is provided to help promote self-regulation.</p> <p>3. The learning environment and daily schedule will allow for a balance of teacher-directed and child-initiated activities, individually and for large and small groups.</p>
(d)	<p>Materials and space for learning. To support implementation of the curriculum and the</p>	<p>1. Administration and Site Supervisors will ensure there are an adequate number of supplies and materials to support</p>

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	<p>requirements described in paragraphs (a), (b), (c), and (e) of this section a program must provide age-appropriate equipment, materials, supplies and physical space for indoor and outdoor learning environments, including functional space. The equipment, materials, and supplies must include any necessary accommodations and the space must be accessible to children with disabilities. Programs must change materials intentionally and periodically to support children’s interest, development, and learning.</p>	<p>implementation of the curriculum and that equipment, materials and supplies are age appropriate.</p> <ol style="list-style-type: none"> <li>2. Administration and Site Supervisors will ensure the indoor and outdoor physical space is appropriate for the children being serviced according to the most stringent federal and state guidelines.</li> <li>3. Necessary accommodations to materials and space will be made to accommodate children with disabilities to the extent possible.</li> <li>4. The program curriculum is themed-based; classroom supplies and materials will be intentionally changed according to the appropriate theme and changed periodically to support children’s interest, development and learning.</li> <li>5. No screen time for any child under the age of 2 is allowed. Any screen time must be prior approved ie: lesson plan and educational and used as a supplement to an activity that is listed on your lesson plan. Screen time may not exceed 20 minutes/ day. Screen time may not be used during meals, snack or nap times. Screentime must be age appropriate and may not include advertising or violence.</li> </ol>
(e)	<p><u>Promoting learning through approaches to rest, meals, routines, and physical activity.</u></p>	<ol style="list-style-type: none"> <li>1. All teaching staff develop a classroom daily activity schedule to establish routines that are age appropriate and meet the developmental needs of the children.</li> </ol>
(1)	<p>A program must implement an intentional, age-appropriate approach to accommodate children’s need to nap or rest, and that, for preschool age children in a program that operates for 6 hours or longer per day provides a regular time every day at which preschool age children are encouraged but not forced to rest or nap. A program must provide alternative quiet learning activities for children who do not need or want to rest or nap.</p>	<ol style="list-style-type: none"> <li>2. Planned activities for Head Start include a specified time to allow children to nap or rest. Early Head Start will be flexible in nap time, especially for infants. Nap time will be listed on their daily schedule but will be flexible to where the infant/toddler can nap when needed throughout the day.</li> <li>3. No child will be forced to rest or nap.</li> <li>4. A quiet alternative supervised activity may be provided to children who do not wish to rest or nap.</li> <li>5. During nap/rest time for 18 months and older one teaching staff must be free from activities, not directly involving the teaching, care and supervision of children, such as administrative and clerical duties,</li> </ol>

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(2)	<p>A program must implement snack and meal times in ways that support development and learning. For bottle-fed infants, this approach must include holding infants during feeding to support socialization. Snack and meal times must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child’s learning, development, and socialization. Programs are encouraged to meet this requirement with family style meals when developmentally appropriate. A program must also provide sufficient time for children to eat, not use food as a reward or punishment, and not force children to finish their food.</p>	<p>meal preparation, janitorial duties and personal use of electronic devices. For Classrooms serving children under 18 months if more than two paid staff are present, you can follow the above.</p> <ol style="list-style-type: none"> <li>1. The program will provide breakfast, lunch and a snack daily for all children.</li> <li>2. Bottle-fed children will be held while fed to support socialization.</li> <li>3. Teaching staff will sit with the children during meals and snacks to model appropriate behavior and promote language development through conversations.</li> <li>4. Teaching staff will promote family style dining to develop independence and self-help skills.</li> <li>5. Teaching staff will allow sufficient time to eat.</li> <li>6. Food will not be used as a reward or punishment.</li> <li>7. Children will be encouraged to eat a variety of foods but will not be forced to eat or finish their food.</li> </ol>
(3)	<p>A program must approach routines, such as hand washing and diapering, and transitions between activities, as opportunities for strengthening development, learning, and skill growth.</p>	<ol style="list-style-type: none"> <li>1. Routines such as hand washing, toileting and transition activities <b>will</b> be positive interactions between teaching staff and children. These are seen as opportunities for skills development. Transitions are intentional and learning will be embedded as individual, small groups and large groups of children are moving from one activity to another.</li> </ol>
(4)	<p>A program must recognize physical activity as important to learning and integrate intentional movement and physical activity into curricular activities and daily routines in ways that support health and learning. A program must not use physical activity as reward or punishment.</p> <p><b><u>Curricula.</u></b></p>	<ol style="list-style-type: none"> <li>1. Physical activity and gross motor movement will be included as an integral part of the daily schedule.</li> <li>2. Physical activity will not be used as a reward or punishment.</li> </ol>

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<p>§1302.32</p>	<p><u>Curricula.</u></p> <p>(a)</p> <p>(1) Center-based and family child care programs must implement developmentally appropriate research-based early childhood curricula, including additional curricular enhancements, as appropriate that:</p> <p>(i) Are based on scientifically valid research and have standardized training procedures and curriculum materials to support implementation;</p> <p>(ii) Are aligned with Head Start Early Learning Outcomes Framework: Ages Birth to Five and, as appropriate, state early learning and development standards; and are sufficiently content-rich to promote measurable progress toward development and learning outlined in the Framework; and,</p> <p>(iii) Have an organized developmental scope and sequence that include plans and materials for learning experiences based on developmental progressions and how children learn.</p> <p>(2) A program must support staff to effectively implement curricula and at a minimum monitor curriculum implementation and fidelity, and provide support, feedback, and supervision for continuous improvement of its implementation through the system of training and professional development.</p> <p>(b) <u>Adaptation.</u> A program that chooses to make significant adaptations to a curriculum or a curriculum</p>	<p>1. The program uses a researched-based developmentally appropriate early childhood curriculum for the children we serve.</p> <p>1. Our curricula has standardized training procedures and materials to support implementation.</p> <p>1. Our curricula are aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five. (ELOF) 2. Our Head Start curricula are also aligned with state learning standards and are content-rich to promote measurable progress toward develop and learning.</p> <p>1. Our curricula have organized developmental scope and sequence that include plans and materials for learning experiences based on developmental progressions and how children learn.</p> <p>1. Teaching staff receive training, ongoing support and supervision regarding the utilization and implementation of the curricula.</p> <p>Follow Standard</p>

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<p><b>§1302.33</b></p> <p>(a)</p> <p>(1)</p> <p>(2)</p>	<p>enhancement described in paragraph (a)(1) of this section to better meet the needs of one or more specific populations must use an external early childhood education curriculum or content area expert to develop such significant adaptations. A program must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals, consistent with the process described in §1302.102(b) and (c). Programs are encouraged to partner with outside evaluators in assessing such adaptations.</p> <p><b>Child screening and assessments.</b></p> <p><u>Screening.</u></p> <p>In collaboration with each child’s parent and with parental consent, a program must complete or obtain a current developmental screening to identify concerns regarding a child’s developmental, behavioral, motor, language, social, cognitive, and emotional skills within 45 calendar days of when the child first attends the program or, for the home-based program option, receives a home visit. A program that operates for 90 days or less must complete or obtain a current developmental screening within 30 calendar days of when the child first attends the program.</p> <p>A program must use one or more research-based developmental standardized screening tools to complete the screenings. A program must use as part of the screening additional information from family members, teachers, and relevant staff familiar with the child’s typical behavior.</p>	<p>See <b>“Behavioral Screening Policy”</b></p> <p>See <b>“Developmental Screening Policy”</b></p> <p><b>Policy: Head Start/Early Head Start Behavioral Screening Procedure:</b></p> <ol style="list-style-type: none"> <li>1. Head Start/Early Head Start staff will inform parent/guardian of the types and purposes of all screenings to be administered prior to the screenings.</li> <li>2. Parental consent for screenings will be obtained prior to the screening.</li> <li>3. A timely and systematic approach toward screening identifies children who need to be referred for more formal assessments in order to receive the benefit of intervention, or other related services.</li> <li>4. At enrollment, staff will explain to parents that we are required to do a Behavioral Screening for each child within 45 days calendar days of entry into the program. At this time the parent will be asked to sign a <b>“Consent, Authorizations and Releases”</b> form giving staff permission to conduct a Behavioral Screening.</li> </ol>

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<p>(3)</p> <p>(i)</p> <p>(ii)</p> <p>(4)</p>	<p>If warranted through screening and additional relevant information and with direct guidance from a mental health or child development professional a program must, with the parent’s consent, promptly and appropriately address any needs identified through:</p> <p>Referral to the local agency responsible for implementing IDEA for a formal evaluation to assess the child’s eligibility for services under IDEA as soon as possible, and not to exceed timelines required under IDEA; and,</p> <p>Partnership with the child’s parents and the relevant local agency to support families through the formal evaluation process.</p> <p>If a child is determined to be eligible for services Under IDEA, the program must partner with parents and the local agency responsible for implementing IDEA, as appropriate, and deliver the service in subpart F of this part.</p>	<p>5. Within 45 days of their start date and not prior to the child entering the program teaching staff will complete a <b>Health and Behavior Observation Form 10</b> for each child. The <b>Health and Behavior Observation Form 10</b> is a brief screening describing children’s general demeanor in several areas: health, behavior, performance and communication.</p> <p>6. Early Head Start parents/guardians are asked to complete a <b>“Mental Wellness Checklist 0-2”</b> within 2 weeks of their start date and not prior to the child entering the program into the program and within 2 weeks of the required age according to the <b>“TH Steps Medical Checkup Periodicity Schedule” (EPSDT)</b>, regarding their child’s behavior. Head Start parents/guardians are asked to complete a <b>“Mental Wellness Checklist 3-5”</b> within 45 days of their start date and not prior to the child entering the program regarding their child’s behavior.</p> <p>7. The <b>“Health and Behavior Observation, Form 10”</b> and <b>“Mental Wellness Checklists”</b> may be reviewed by the Mental Health Professional on contract to help identify any concerns that may need intervention.</p> <p>8. If the teaching staff have concerns with a child’s mental wellness, the teaching staff will review the child’s <b>“Mental Wellness Checklist”</b> and discuss the concern with the Health /Mental Health Manager to determine if a referral would be beneficial.</p> <p><b>Policy: Head Start Developmental Screening Procedure:</b></p> <ol style="list-style-type: none"> <li>1. Head Start staff will inform parent/guardian of the types and purposes of all screenings to be administered prior to the screenings being completed.</li> <li>2. Parental consent for screenings will be obtained prior to the screening.</li> <li>3. A timely and systematic approach toward screening identifies children who may need a formal assessment in order to receive</li> </ol>



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		<p>the benefit of early intervention. In collaboration with each child’s parent, and within 45 days of their start date and not prior to the child entering the program, staff will administer a linguistically and age-appropriate developmental screening.</p> <p>4. At enrollment, staff will explain to parents/guardians that we are required to do a developmental screening within 45 days of entry into the program to determine each child’s current level of development and to identify possible concerns regarding a child’s development, so we can develop an individualized approach to learning for each child. This is not applicable to second- and third-year children unless they did not receive the screening during their first year (late enrollment).</p> <p>5. Parents/guardians will be asked to sign the <b>“Consents, Authorizations &amp; Release”</b> form giving permission for Head Start staff to conduct the developmental screening.</p> <p>6. If parents/guardians do not allow the developmental screening, staff will discuss with parents/guardians what the screening is and why we are required to conduct a screening.</p> <p>7. If noncompliance is exhibited after barriers are addressed and education is provided parent/guardian will be asked to sign the <b>“Decline of Services”</b> form. The <b>“Decline of Services”</b> form will be filed in place of the LAP-D.</p> <p>8. Teaching staff will use the screening tool appropriate for the age of the child and will screen the child in their primary language.</p> <p>9. Screenings should be administered during a quiet part of the day or if ratios allow, children may be taken to an area outside the classroom to conduct the screening.</p> <p>10. All newly enrolled children must have a developmental screening within 45 days of entry into the program.</p> <p>11. When children are uncooperative or unresponsive, the child should be given more time in the classroom to feel comfortable and secure. The developmental screening must take place within 45 calendar days of the child’s start date.</p>

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		<p>12. Staff will follow the instructions for administering the LAP-D as outlined on the screening tool.</p> <ul style="list-style-type: none"> <li>• If the result is “<b>PASS</b>”, no further action or testing is needed.</li> </ul> <p>If results are “<b>REFER</b>”, Follow the <b>REFERRAL PROCEDURES:</b></p> <ol style="list-style-type: none"> <li>1. The teaching staff will rescreen the child in approximately 6 weeks. If the child fails the rescreen then: <b>SAISD ONLY:</b></li> <li>2. Copies of the Developmental Screening and the rescreen will be sent to the Education Manager. The Education Manager will consult with the SAISD representative to determine if a referral should be initiated to the LEA or to another agency. After a determination has been made, the Education Manager will inform the teaching staff and/or FSW to move forward with a referral to the appropriate agency. <b>ALL REFERRALS:</b></li> <li>3. The teaching staff or other designated staff will discuss the results of the screening with parents and will complete the <b>Health and Developmental Initial Plan (H&amp;D)</b> and <b>Parent-Guardian Consent to Exchange Information</b> and obtain parent’s signatures.</li> <li>4. Copies of the <b>H&amp;D</b>, the <b>Consent to Exchange Information</b> and the copies of the LAP-Ds will be sent to the Education Manager and Disability Manager.</li> <li>5. The Disability Manager will complete the Child Find Referral or Agency Referral form and email the referral to the appropriate agency; the Education Managers, FSW, Site Supervisor and teacher will be copied on the email. The Disability Manager will upload all referral documents into the Education section of Child Plus and ensure copies are placed in the Education section of the child’s federal file. The Disability Manager will follow-up until a determination has been made.</li> <li>6. If the child is eligible for special education services, the Disability Manager will ensure we have a copy the child’s IEP, upload it into Child Plus and will send a copy to the Education</li> </ol>

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		<p>Managers, Site Supervisor, Family Service Worker and teacher. He/She will set-up the IEP in Child Plus and ensure a copy is placed in the Disability section child's Federal file.</p> <p>7. If the child is not eligible for services, the determination results will be documented or uploaded into Child Plus. The Disability Manager will send determination results to Education Managers, Site Supervisor, Family Service Worker and teacher and will ensure a copy is placed with the referral documents in the Education section of the Child's Federal file.</p> <p>8. If parent or guardian declines services the parent will be asked to sign the "Decline of Services". The "Decline of Services" will be attached to the H&amp;D and will be placed in the education section of the child's file.</p> <p>9. The results of the developmental screening, assessments, IEP goals and information received from parents will be used to plan individual instruction for each child.</p> <p><b>Policy: Early Head Start Developmental Screening (Developmental Screening) (D-Check)</b></p> <p><b>Procedure:</b></p> <ol style="list-style-type: none"> <li>1. Early Head Start staff will inform parent/guardian of the types and purposes of all screenings to be administered prior to the screenings being completed.</li> <li>2. Parental consent for screenings will be obtained prior to the screening.</li> <li>3. Early Head Start staff will fill out the D-Check Cover Sheet and the front of the D-CHECK Screening Packet with the Child's full name, date of birth, age in months and date of screening. Leave nothing Blank.</li> <li>4. Find the child's current age in months and count backwards six months. Begin to administer D-Check Screening at this age and continue up to current age in months.</li> </ol>

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		<p>5. The initial D-Check Screenings must be completed within the first 2 weeks of the Child’s start date</p> <p>6. Complete every item for each developmental milestone column. (Thinking/Learning, Receptive Language/ Hearing, Expressive Language, Gross Motor, Fine Motor/Vision, Social /Emotional, Self-Help/Nutrition).</p> <p>7. Conduct the D-Check Screening according to <b>the “TH STEPS Medical Checkup Periodicity Schedule” (EPSDT)</b>. For example: If a child enters the program at 5 months of age you must complete an initial D-Check Screening for 0-5 months within 2 weeks of their enrollment. Then, following the <b>“TH STEPS Medical Checkup Periodicity Schedule” (EPSDT)</b>, when the child turns 6 months you must complete the D-Check Screening again, for the appropriate age group. The D-Check Screening must be conducted on or within two weeks of the child’s birthday. For Example, if the child’s birthday is 3/17, the D-Check cannot be completed before the 17<sup>th</sup> of the month.</p> <p>8. Make a copy to the D-Check Screening, file the original in the student file.</p> <p><b>Policy: Referral Process for Failing the Developmental Check (D-Check) Screening</b> If a child scores 2 – X’s in any one developmental milestone column (Example: 2-X’s in Expressive Language) the teaching staff will begin the referral process.</p> <p><b>Procedure:</b></p> <ol style="list-style-type: none"> <li>1. The teaching staff will complete the Health and Developmental Initial Plan (H&amp;D) and obtain parent signature. The parents will also sign a Parent/Guardian Exchange of Information with ECI.</li> <li>2. Submit copy of the <b>H&amp;D</b>, the Exchange of Information, and copy of the D-Check to Early Head</li> </ol>

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<p>(5)</p> <p>(i)</p> <p>ii)</p>	<p>If, after the formal evaluation describe in paragraph (a)(3)(i) of this section, the local agency responsible for implementing IDEA determines the child is not eligible for the early intervention or special education and related services under IDEA, the program must:</p> <p>Seek guidance from a mental health or child development professional to determine if the formal evaluation shows the child has a significant delay in one or more areas of development that is likely to interfere with the child’s development and school readiness; and,</p> <p>If the child has a significant delay, the partner with parents to help the family access services and supports to help address the child’s identified needs.</p>	<p>Start Education Manager and the Disability Manager. The original copies will be placed in the Childs file.</p> <p>3. The Disability Manager will initiate referral to ECI and will send a copy to the Site to be placed in the child’s file. If parent/or guardian declines services the parent will be asked to sign the “<b>Decline of Services</b>” form. The decline of services will be attached to the H&amp;D and will be placed in the child’s file.</p> <p>4. If a child is eligible for services the Disability Manager will set-up the IFSP in Child Plus and a copy of the IFSP will be placed in the Disability Section of the child’s federal file.</p> <p>Follow Standard</p> <p>Follow Standard</p> <p>Follow Standard</p>

Standard	Performance Standard	Plan of Action
(A)	Such additional services and supports may be available through a child’s health insurance or it may be appropriate for the program to provide needed services and supports under section 504 of the Rehabilitation Act if the child satisfies the definition of disability in 29 U.S.C. section 605(9)(b) of the Rehabilitation Act, to ensure that the child who satisfies the definition of the disability in 29 U.S.C. 705(9)(b) of the rehabilitation Act is not excluded from the program on the basis of disability.	Follow Standard
(B)	A program may use program funds for such services and supports when no other sources of funding are available.	
(b)	<u>Assessment for individualization.</u>	
(1)	A program must conduct standardized and structured assessments, which may be observation-based or direct, for each child that provide ongoing information to evaluate the child’s developmental level and progress in outcomes aligned to the goals described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five. Such assessments must result in usable information for teachers, home visitors, and parents and be conducted with sufficient frequency to allow for individualization within the program year.	

1. Teaching staff conduct development assessments 3 times a year for Head Start and 4 times a year for Early Head Start, when feasible.
2. Teaching staff observe children in different setting throughout the day and document using checklists or anecdotal notes.
3. Teaching staff use information from checklists and anecdotal notes to evaluate children’s developmental level and progress in meeting School Readiness Goals, which are aligned with Head Start Early Learning Outcomes Framework: Ages birth to five. (HSELOP)
4. Data from assessments are used to individualize instruction for each child and shared with parents during conferences and home visits.

Standard	Performance Standard	Plan of Action
(2)	A program must regularly use information from paragraph (b)(1) of this section along with informal teacher observations and additional information from family and staff, as a relevant, to determine a child's strengths and needs, inform and adjust strategies to better support individualized learning and improve teaching practices in center-based and family child care settings, and improve home visit strategies in home-based models.	<ol style="list-style-type: none"> <li>1. Data from assessments and information from parents are used to determine each child's strength and needs and to establish goals for each child throughout the program year.</li> <li>2. Teaching staff plan intentional activities for individual children, small groups of children or during whole group time to develop skills needed to meet children's goals.</li> </ol>
(3)	If warranted from the information gathered from paragraph (b)(1) and (2) of this section and with direct guidance from a mental health or child development professional and a parent's consent, a program must refer the child to the local agency responsible for implementing IDEA for a formal evaluation to assess a child's eligibility for services under IDEA>	<ol style="list-style-type: none"> <li>1. If concerns arise from observations and assessment data and with parent's consent, a child will be referred to the appropriate professional for further evaluation.</li> </ol>
(c)	<u>Characteristics of screenings and assessments.</u>	
(1)	Screenings and assessment must be valid and reliable for the population and purpose for which they will be used, including by being conducted by qualified and trained personnel, and being age, developmentally, culturally and linguistically appropriate, and appropriate for children with disabilities, as needed.	Follow Standard
(2)	If a program serves a child who speaks language other than English, a program must use qualified bilingual staff, contractor, or consultant to:	Follow Standard
(i)	Access language skills in English and in the child's home language, to assess both the child's progress in	Follow Standard

Standard	Performance Standard	Plan of Action
(ii)	<p>the home language and in English language acquisition;</p> <p>Conduct screenings and assessments for domains other than language skills in the language or languages that best capture the child’s development and skills in the specific domain; and,</p>	Follow Standard
(iii)	<p>Ensure those conducting the screening or assessment know and understand the child’s language and culture and have sufficient skill level in the child’s home language to accurately administer the screening or assessment and to record and understand the child’s responses, interactions, and communications.</p>	Follow Standard
(3)	<p>If a program serves a child who speaks a language other than English and qualified bilingual staff, contractors, or consultant are not able to conduct screening and assessments, a program must use an interpreter in conjunction with a qualified staff person to conduct screening and assessments as described in paragraph (c)(2)(i) through (iii) of this section.</p>	Follow Standard
(4)	<p>If a program serves a child who speaks a language other than English and can demonstrate that there is not a qualified bilingual staff person or interpreter, then screenings and assessments may be conducted in English. In such a case, a program must also gather and use other information, including structured observations over time and information gathered in a child’s home language from the family; for use in evaluating the child’s development and progress.</p>	Follow Standard
(d)	<p>Prohibitions on use of screening and assessment data.</p>	Follow Standard



Standard	Performance Standard	Plan of Action
<p>§1302.34</p>	<p>The use of screening and assessment items and data on any screening or assessment authorized under this subchapter by any agent of the federal government is prohibited for the purposes of ranking, comparing, or otherwise evaluating individual children for purposes other than research, training, or technical assistance, and is prohibited for the purposes of providing rewards and sanctions for individual children or staff. A program must not use screening or assessments to exclude children from enrollment or participation.</p> <p><b><u>Parent and family engagement in education and child development services.</u></b></p> <p>(a) Purpose. Center-based and family child care programs must structure education and child development services to recognize parents’ role as children’s lifelong educators, and to encourage parents to engage in their child’s education.</p> <p>(b) Engaging parents and family members. A program must offer opportunities for parents and family members to be involved in the program’s education services and implement policies to ensure:</p> <p>(1) The program’s settings are open to parents during all programs hours;</p> <p>(2) Teachers regularly communicate with parents to ensure they are well-informed about their child’s routines, activities, and behavior;</p>	<p>1. Staff recognizes parents as their child’s life long educator. The program provides training on child development, positive discipline and guidance. Parents are encouraged to participate in classroom activities and home to school connection.</p> <p>1. Parents are welcome and encouraged to visit the Head Start/Early Head Start center during operating hours.</p> <p>1. Teaching staff post their daily activity schedule and lesson plans for parents to review.</p> <p>2. Teaching staff communicate with parents through Class Dojo, newsletters, flyers and verbally to ensure they are well-informed about family engagement activities.</p>

Standard	Performance Standard	Plan of Action
(3)	Teachers hold parent conferences, as needed, but no less than two times per program year, to enhance the knowledge and understanding both staff and parents of the child's education and developmental progress and activities in the program;	<p>3. Teaching staff communicate regularly with parents about their children's behavior. If necessary, teaching staff may request a private meeting with parents.</p> <p>1. Teaching staff conduct two parent teacher conferences per year to discuss and share children's developmental progress.</p>
(4)	Parents have the opportunity to learn about and to provide feedback on selected curricula and instructional materials used in the program;	<p>1. Parents are encouraged to review the lesson plans and make suggestions for goals and activities.</p> <p>2. Parents are encouraged to share their knowledge and interests on topics and activities.</p> <p>3. Teaching staff share with parents, activities they can do at home to extend their child's learning.</p>
(5)	Parents and family members have opportunities to volunteer in the class and during group activities;	<p>1. Parents and family members are encouraged to volunteer in the classroom and participate in group activities.</p>
(6)	Teachers inform parents, about the purposes of and the results from screenings and assessments and discuss their child's progress;	<p>1. At the beginning of each child's entry into the program, parents are informed of the screenings and assessments required and are given the results during parent-teacher conferences, home visits and informal communication with parents.</p>
(7)	Teachers, except those described in paragraph (b)(8) of this section, conduct at least two home visits per program year for each family, including one before the program year begins, if feasible, to engage the parents in the child's learning and development, except that such visits may take place at a program site or another safe location that affords privacy at the parent's	<p>1. Teaching staff will conduct at least 2 home visits during the program year when feasibly possible.</p> <p>2. Home visits will take place in the home unless otherwise requested by parents.</p>

<b>Standard</b>	<b>Performance Standard</b>	<b>Plan of Action</b>
<p>(8)</p> <p><b>§1302.35</b></p> <p><b>§1302.36</b></p>	<p>request, or if a visit to the home present significant safety hazards for staff; and,</p> <p>Teachers that serve migrant or seasonal families make every effort to conduct home visits to engage the family in the child’s learning and development.</p> <p><b>Education in home-based programs.</b></p> <p><b>Tribal language preservation and revitalization.</b></p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>

# Memo

**To:** Executive Committee

**From:** Carolina Raymond – Director of Head Start

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 12

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## ITEM 12

Carolina Raymond, Director of Head Start, is seeking consideration and approval of the Head Start Implementation Plans: 1302 Subpart B Program Structure and 1302 Subpart C Education and Child Development Program Services.

*Approved at the Executive Committee Meeting on August 9, 2023.*

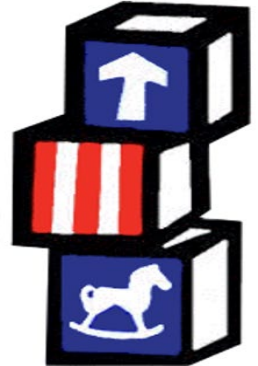


**CONCHO VALLEY**  
COUNCIL OF GOVERNMENTS



Head Start  
Early Head Start

Teaching Children Serving Families



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## **ARTICLE I: NAME OF POLICY COUNCIL**

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Concho Valley Council of Government Head Start/Early Head Start Policy Council

## **ARTICLE II: PURPOSE**

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The purpose of the Head Start/Early Head Start Policy Council shall be to provide parents and concerned community citizens an opportunity to participate in the process of making decisions about the nature and operation of the CVCOG Head Start/Early Head Start Program

## **ARTICLE III: MEMBERSHIP**

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### **Section I - Definition of Members**

The Policy Council may consist of a maximum total of nineteen (19) members, as many as ten (10) may be Head Start/Early Head Start Parents, as many as eight (8) may be Community Representatives, and one (1) CVCOG Executive Board Member may sit on the Policy Council. The Head Start/Early Head Start parents may consist of one body from each Head Start and Early Head Start site. The community representatives will be from groups that have a concern for children of low-income families and are able to contribute to the program, including parents of formerly enrolled children

### **Section II - Selection of Members**

At least fifty-one percent (51%) of the membership must be parents who have children presently enrolled in the Head Start/Early Head Start Program. Representatives of the community and Executive Board Members shall never exceed forty-nine percent (49%) of the total Policy Council.

Policy Council parent primary members and policy council parent alternates will be selected and nominated by the floor or by ballot during a center level parent meeting and then voted on and approved by center level parents and existing policy council members. If no volunteers are available, the center may recruit a representative to serve which will also then be voted on and approved by both parties. Community Representatives will be approved by the Head Start Director and voted on for approval by the Policy Council. The CVCOG Executive Board may appoint the CVCOG Executive Board Member to serve on the Policy Council.

Except as provided in the Head Start Act 642 (c)(1) (C), no staff member immediate family may serve on the Policy Council. For the purpose of these bylaws, the term "immediate family" includes mother, father, grandmother, grandfather, sister, brother, daughter, son or the equivalent in-law or step relationship

### **Section III - Terms of Office**

Policy Council Members must be elected annually. The term of office for a member of the Policy Council will extend from his/her time of election until the day on which the new Policy Council is elected and seated the following year. If a member intends to serve for another year, they must stand for re-election annually. Length of membership for any voting representative will not exceed a lifetime total of 5 years to include (Center Representatives and Community

Volunteers). The CVCOG Executive Board may decide upon length of service of the Executive Board Member serving on the Policy Council

## **Section IV - Voting Rights**

Voting Rights will be as follows

a. Members

Each parent representative, CVCOG Executive Board Member and each community representative shall have one (1) vote.

b. Alternates

The alternate representative may vote only in the absence of the elected primary representative.

c. Proxy Voting

CVCOG Head Start/Early Head Start does not allow any type of proxy voting.

d) Ballot

The Head Start Director may opt to hold a vote by ballot, if the quorum is not met. If the vote is held by ballot, each member of the policy council will receive an agenda, agenda packet with all documents within, and a ballot to vote for each item on the agenda at least one week prior to ballot due date. The ballots must be turned into Head Start FAMCO Manager by the stated deadline date with policy council member signature to count as a valid vote. A count will be taken from the ballots received and a simple majority of votes will be sufficient to approve the agenda items. The results of the ballot will be disclosed at the next meeting.

## **Section V – Termination/Resignation/Vacancy of Membership**

Any Policy Council representative who misses three consecutive regularly scheduled Policy Council meetings may be subject to termination. Reinstatement can be granted only by the Policy Council by a majority vote.

Resignation/Removal must be voted on and approved by the policy council. Member must present resignation request to FAMCO Manager and Policy Council. If a parent representative vacates his/her position, the center alternate will fill the vacancy. However, if the alternate declines to advance to the vacant position, elections will be held at the Head Start Center as soon as possible. A policy council member vacating their seat must have a successor before leaving.

## **Section VII – Training**

The Head Start director, FAMCO Manager, Administration Staff and other appropriate trainers will provide training to Policy Council, Community Representatives, and CVCOG Governing Board members. Policy Council orientation may include training in the following areas: Community Assessment, Self-Assessment, Policy Council roles and responsibilities, parliamentary procedures how to read a budget and/or financial report, mandated reporting/ identifying signs of child abuse, and eligibility requirements. Policy Council training will occur yearly at the beginning of the school year within the required 180 days of the beginning of the term for all new members. Training will occur every two years for all Policy Council, Community Partners, and CVCOG Governing Board Members. New and pertinent trainings will be presented as needed.

## **Section VIII – Conflict of Interest**

Conflict of Interest referenced in Head Start Acts 642(2)(C)(i-ii) – Members of the Policy Council shall:

1. Not have a conflict of interest with the Head Start Agency which is defined as a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
2. Not receive compensation for serving on the policy council or for providing services to the Head Start Agency.



3. Not have an immediate family member employed by CVCOG Head Start. For the purpose of these bylaws the term "immediate family "includes mother, father, grandmother, grandfather, sister, brother, daughter, son or the equivalent in-law or step relationship.

## **ARTICLE IV – OFFICERS**

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### **Section I - Officers Definition**

The officers of CVCOG Head Start/Early Head Start Policy Council will consist of a chairperson, vice-chairperson, and a secretary and they will perform any set of duties assigned to them as an appointed or elected individual.

### **Section II - Election and Term of Office**

Officers will be elected by nominations from the chair, floor or by ballot within 90 days of the start of each school year. Additional officers may be elected as needed at any time during the calendar year. Officers must be elected annually. An officer's term will extend from his/her time of election until the day on which the new Policy Council is elected and seated the following year. If a member intends to serve for another year, they must stand for re-election annually. Length of membership for any officer will not exceed a lifetime total of 5 years.

### **Section III – Termination/Resignation/Vacancy from Office**

Any Officer who misses three consecutive regularly scheduled Policy Council meetings may be subject to termination. Reinstatement of office can be granted only by the Policy Council by a majority vote. Resignation/Removal must be voted on and approved by the policy council. Officer must present resignation request to FAMCO Manager and Policy Council. Elections for the vacancy will follow the guidelines in Section II. The FAMCO Manager or Head Start Administration may recruit a representative currently serving on the policy council for a position if a vacancy is unfilled.

### **Section IV - Duties of the Officers**

Duties of the officers shall be as followed:

- a) Chairperson  
To present the agenda items, conduct the Policy Council meetings in an orderly manner. **The chairperson has the right to vote and count in quorum.** All members should recognize the authority of the chairperson and are required to follow the direction of the chairperson during meetings.
- b) Vice-Chairperson  
Shall assume the chairperson's duties in his/her absence.
- c) Secretary  
Shall take minute to record the business conducted at each meeting.

## **ARTICLE IV – Meetings**

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### **Section I - Regular Meetings**

Meetings will be held the second Wednesday of each month unless otherwise notified. The Policy Council will meet no less than five (5) times a year.

### **Section II - Special Meetings**

The Head Start Program director has the right to request a special meeting at their discretion. The Head Start Program director also has the right to request an emergency meeting at their discretion. Policy Council members will receive emergency meeting agendas and agenda packets with all documents within as soon as possible

### **Section III - Location and Type of Meeting**

The meetings will be held at Concho Valley Council of Governments and or other designated facilities. Meetings may also be presented in the forms of conference call, zoom, or any other form of webcast.

### **Section IV - Notice of Meeting**

Regular meeting agendas and agenda packets with all documents within will be received by the policy council representative at least one (1) week prior to the meeting date. Special meeting agendas and agenda packets with all documents will be received one (1) week prior to the meeting date. Emergency meeting agendas and agenda packets with all documents will be received as soon as possible

### **Section V – Minutes**

Minutes may be combined and typed by FAMCO Manager. Minutes should include the date of the meeting, location or type of meeting and summary of the business discussed and decisions made. Minutes shall address and record all items discussed at the Policy Council meeting including items presented for action (either approval or disapproval) and items presented and discussed for informational purposes only.

### **Section VI – Quorum**

Quorum will be met when five (5) voting members are present. The Policy Council cannot conduct official business unless quorum is met.

### **Section VII - Conduct of the Meeting**

Any Policy Council member who is asked to leave a meeting on two (2) occasions for disorderly conduct shall, at the direction of the Policy Council Chairperson and the Director of Head Start/Early Head Start surrender his/her seat on the Policy Council and the Alternate will become the voting member of the Policy Council at the next meeting.

## **ARTICLE VI – Dispute/Impasse Procédures**

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Whenever a dispute arises relating to governance and management responsibilities of the Governing Board and the Policy Council, either party may initiate this dispute resolution procedure. It is the intent of the Policy Council and the Governing Board to equitably and fairly resolve any and all disputes utilizing the earliest level possible through this procedure.

### **Section I – Internal Dispute Resolution**

**Step 1:** The Governing Board and Policy Council, with the assistance of the Executive Director and Head Start Director shall first attempt to informally resolve the dispute. The Executive Director shall facilitate communications between the two parties in an effort to ensure that both parties have sufficient background information to understand each respective position. If the matter is resolved in this process, the Executive Director shall confirm the resolution in writing to both the Governing Board and the Policy Council and the resolution shall be affirmed by both parties.

**Step 2:** If Step 1 fails to resolve the dispute informally, the Executive Committee Chairperson of the Governing Board and the Chairperson of the Policy Council shall conduct a formal joint meeting in an effort to resolve the dispute. This joint meeting shall be held not less than (2) and not more than (10) days after a written request by either party has been made. Both parties may agree to utilize outside persons, and a mediator may be selected by mutual agreement of the Governing Board and Policy Council.

## **Section II - Impasse**

**Step 3:** If Step 2 fails, and a resolution cannot be reached, the Impasse procedures will be initiated. The Governing Board and the Policy Council shall submit the impasse to a local Dispute Resolution Center/Organization, and shall utilize their professional services. Procedures for conducting the mediation process shall be binding upon the Policy Council and the Governing Board. Written reports regarding the issues/concerns to be resolved shall be submitted to the mediation center not less than (10) days after completion of Step 2. The Mediation center's decision shall be rendered within (30) days after completion of the hearing, and shall be final and binding upon all parties

## **ARTICLE VII – Amendments**

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Amendments to Article III: Membership of these Bylaws may be amended by a majority vote of the Executive Committee and Policy Council. Other amendments to these Bylaws may be amended by a majority vote of the Policy Council at a meeting for which notice of such proposed amendments has been given. Before any proposed amendment is listed on an agenda or submitted to the Policy Council, it must be approved by the Head Start Director.

## **ARTICLE VIII – Miscellaneous**

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### **Section I – Parliamentary Authority**

The rules contained in the current edition of Robert's Rules of Order, shall govern the Policy Council.

### **Section II – Mileage**

Policy Council Members whose total annual income is equal to or below the poverty guideline will be eligible for mileage reimbursement if they are traveling outside of their hometown. Mileage reimbursement may include the following for Primary Policy Council Representatives: roundtrip travel to meetings and all required training. Mileage reimbursement may include the following for Policy Council Alternatives: roundtrip mileage to meetings only in the absence of their Primary Policy Council Representative and all required policy council training. The most current approved CVCOG mileage rate will be used. Reimbursement forms will be available at every Policy Council meeting.

### **Section III – Special Committees**

The Screening Committee will be established within the Policy Council. This committee is established by volunteer of elected Policy Council Members. The purpose of the Screening Committee will be to screen prospective applicants for employment opportunities with in CVCOG Head Start/Early Head Start Community.

### **Section IV – Executive Board**

The Policy Council and the CVCOG Executive Board shall not have identical memberships and functions. It shall be the general responsibility of the CVCOG Executive Committee to guide and oversee the carrying out of the following functions 642(c)(E)(i-XI):

1. Have legal and fiscal responsibility for administering and overseeing program including the safeguarding of Federal funds
2. Adopt practices that assure active, independent, and informed governance of the Head Start agency, and fully participate in the development, planning, and evaluation of the Head Start programs
3. Be responsible for ensuring compliance with Federal laws (including regulations) and applicable State, and local laws (including regulations)

4. Be responsible for other activities to include: electing delegate agencies and the service areas for such agencies, establishing procedures and criteria for recruitment, selection, and enrollment of children, reviewing all applications for funding and amendments to applications for funding, establishing procedures and guidelines for accessing and collecting information
5. Reviewing and approving all major policies of the agency to include: annual self-assessment and financial audit, carrying out the programmatic and fiscal provisions in such agency's grant application, including implementation of corrective actions and personnel policies of such agencies regarding the hiring, evaluation, termination, and compensation of agency employees, developing procedures for how members of the policy council are selected,
6. Approving financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements to include: major financial expenditures, annual operating budget, selection of independent financial auditors (if Applicable), correct audit findings and other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices, reviewing results from monitoring conducted under section [641A\(c\)](#),
7. Approval of the following: personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the agency,
8. Establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving any conflict of interest, and any appearance of a conflict of interest, by members of the governing body, officers and employees of the Head Start agency, and consultants and agents who provide services or furnish goods to the Head Start agency and complaints, including investigations and at discretion establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Head Start program involved.

**ARTICLE IV – Amendment/ Adoption Dates**

Duly adopted and amended at a meeting of the Head Start Provisional Policy Council on the following dates: August 5<sup>th</sup> 2004, October 10<sup>th</sup> 2006; April 25<sup>th</sup> 2007, October 1<sup>st</sup> 2007, November 4<sup>th</sup>, 2008, September 29<sup>th</sup>, 2011, August 13<sup>th</sup> 2013, September 12<sup>th</sup> 2017, October 9<sup>th</sup> 2018, July 8<sup>th</sup> 2019, September 18<sup>th</sup> 2021, February 9<sup>th</sup> 2022, November 10<sup>th</sup> 2022 and August 9<sup>th</sup>, 2023.

Approved:

\_\_\_\_\_

Policy Council Chairperson

\_\_\_\_\_

Date

\_\_\_\_\_

Executive Committee Chairperson

\_\_\_\_\_

Date

\_\_\_\_\_

Executive Committee Co-Chairperson

\_\_\_\_\_

Date

# Memo

**To:** Executive Committee

**From:** Carolina Raymond – Director of Head Start

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 13

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## ITEM 13

Carolina Raymond, Director of Head Start, is seeking consideration and approval of the 2023-2024 Head Start Policy Council By-Laws.

*Approved at the Executive Committee Meeting on August 9, 2023.*

# 2022-2023 Employee Handbook for Head Start Changes

*The CVCOG Handbook was revised and approved by the Executive Committee on March 15, 2023. This Handbook was created by combining the revised Handbook with the Start Handbook Addendum*

1. **Pg. 5 About Head Start**
  - a. Added Head Start program information
2. **Pg 14 Medical Statement**
  - a. Added that must be kept up-to-date
3. **Pgs. 19**
  - a. Clarified that firearms and weapons are not permitted at sites
4. **Pg. 22 Smoking and Tobacco Use**
  - a. Clarified no smoking policy
5. **Pg. 22 Gangs**
  - a. Added section regarding this Head Start regulation
6. **Pg 22-23 Standards of Dress and Grooming**
  - a. Added about Supervisor determining appropriateness
  - b. Added additional items that are not allowed
  - c. Added information about nails & about appropriate attire
7. **Pg 23-24 Personal Telephone Calls and Cell Phone Usage**
  - a. Removed information not relevant to Head Start
  - b. Added that cell phones are not allowed in classrooms with children present
8. **Pg 25 Visitors and Volunteers**
  - a. Removed information not relevant to Head Start
9. **Pg 25 Children in the Workplace**
  - a. Clarified about children at the sites
10. **Pg 27 Non-Compete Covenants**
  - a. Removed section as it is not applicable
11. **Pg 30 Non-exempt Employee Time and Pay**
  - a. Removed Comp Time piece as this is not applicable at Head Start
  - b. Included information about eating with the children during meal breaks
12. **Pg 34 (and throughout Handbook)**
  - a. Removed all terminology about “vacation” and “sick” leave

**13. Pg 35-37 Paid Time Off Leave (PTO)**

- a. Added language about PTO leave
- b. Separated out Head Start and Early Head Start due to Early getting 8 additional PTO hours
- c. Removed pro-rated amounts and added that the number will be determined before the start of each FY.
- d. Removed “And that has exhausted all PTO” regarding leave pay back
- e. Included additional information from Head Start Addendum
- f. Removed irrelevant “Vacation Leave Payout” verbiage

**14. Pg 37-38 Holidays**

- a. Added Summer Vacation information

**15. Pg 38-39 Sick Leave**

- a. Section removed as this is not applicable to Head Start

**16. Pg 40-41 Bereavement / Emergency Leave, Military Leave, and Wellness**

- a. Sections removed as they’re not applicable to Head Start

**17. Pg 41-42 Jury Duty**

- a. Added option to use PTO or LWOP for Jury Duty

**18. Pg 45-46 Flexible Work Schedule**

- a. Section removed as this is not applicable to Head Start

**19. Pg 46-47 Telework or Remote Work**

- a. Changed wording to better suit Head Start
- b. Removed “Requesting to Telework or Work Remotely” and “Guidelines” as this will only be approved for emergency situations

**20. Pg 47-48 Timeliness and Attendance**

- a. Changed title to better suit content
- b. Added hours specific to sites and positions

**21. Pg 49 Discipline and Guidance Policy & Reporting Child Abuse or Sexual Abuse**

- a. Added these Head Start specific policies

**22. Pg 53 Key Cards and Keys**

- a. Added more verbiage about keys

**23. Pg 55 Alcohol and Drug Abuse Testing**

- a. Removed some types of testing not done by Head Start

**24. Pg 69-70 Disaster Planning**

- a. Added this Head Start specific policy

**25. Pg 70 Added statement about combining CVCOG Handbook and Head Start Addendum**

**EMPLOYEE HANDBOOK FOR HEAD START**

# **Concho Valley Council of Governments**



Head Start/Early Head Start Director

\_\_\_\_\_

Date \_\_\_\_\_

Approved by Policy Council

\_\_\_\_\_

Date \_\_\_\_\_

Approved by Executive Board

\_\_\_\_\_

Date \_\_\_\_\_

## **San Angelo, Texas**



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## MISSION OF THE CONCHO VALLEY COUNCIL OF GOVERNMENTS

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Concho Valley Council of Governments (CVCOG) is a voluntary organization of local governments which fosters cooperative efforts toward resolving problems, policies, and plans that are common and regional.

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## ABOUT THE CONCHO VALLEY COUNCIL OF GOVERNMENTS

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CVCOG is a voluntary association of local governments (cities, counties, schools and special-purpose districts) established in 1967 under the provisions of Section 391 of *Texas Local Government Code*. CVCOG is an independent political subdivision covering the 14 county Concho Valley region.

- CVCOG's primary purposes are to make plans to guide the future development of the region and to provide joint services which local governments are unable to provide individually.
- CVCOG is funded by grants and contracts from State and Federal governments, as well as by local funds.
- CVCOG conducts major programs in services for the aging and provides public transportation, 9-1-1 emergency communications, criminal justice planning and training, economic development, regional services, 211, and Head Start.
- CVCOG is governed by a General Assembly made up of local elected officials representing each of the local governments, which meet annually; and an Executive Committee chosen from General Assembly representatives, which meets monthly to conduct the on-going business of CVCOG.
- The Executive Committee appoints an Executive Director, who serves as CVCOG's chief administrative officer and is responsible for hiring and supervising all other employees.

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## ABOUT HEAD START

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The mission of Head Start is to promote the school readiness of young children from low-income families by enhancing their cognitive, social, and emotional development.

The purpose of Head Start programs is to provide comprehensive services needed to support the development of children ages birth to 5 years from low-income families and promote children's overall school readiness. It is also designed to support parents as the child's most important teacher, empowering them to shape their programs.

Head Start programs support children's growth and development in positive learning environments and by offering a variety of services including early learning, health and family well-being.

## HANDBOOK

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This Handbook will assist you in learning about CVCOG. Specifically, it will help you understand many important points about how we work with our employees, guests and each other.

CVCOG has an obligation to help you get acquainted as quickly as possible with the way we do business. That includes making you familiar with our practices, policies, procedures, and training you properly. Your responsibility includes working in accordance with our policies and procedures

This Handbook has been created to give you direction on how to handle yourself and what is expected of others. The policies and procedures in this handbook are not to be interpreted as a contract for employment. The Executive Director, with the permission of the Executive Committee, has the complete right to **alter, modify, delete, change, add, or interpret** as deemed necessary. You will be notified of any such changes, deletions, additions, modifications, and decisions. All changes are subject to approval from the Executive Director and the Executive Committee. This handbook and its policies will be reviewed annually to ensure Federal and State compliance as well as to ensure all policies in place create clear and concise boundaries that are in line with our commitment to the service of our community. Policies not listed in this handbook (such as Travel, P-Card, and all financial policies) can be found on our CVCOG team website, or you can seek direction from your Supervisor, Director, or Human Resources (HR) at any time.

Please note that the Head Start Program is required by outside federal, state, and local agencies to have certain specified policies in place that do not affect other areas or operations of CVCOG; these specified policies are published as an addendum to this handbook. Concho Valley Transit (CVT) is also required by outside federal, state, and local agencies to have certain specified policies in place that do not affect other areas or operations of CVCOG; these specified policies are published as a separate handbook, "[CVCOG Handbook for CVT Employees](#)" that addresses the items listed in the CVCOG Handbook along with CVT's additional requirements. This Handbook, together with the Head Start addendum, and CVCOG Handbook for CVT Employees supersedes all other policies and statements regarding employment policies.

The policies outlined in this Handbook are established by the Executive Committee of CVCOG. These policies completely replace and supersede any and all personnel policies previously adopted individually or as a set of policies by the Executive Committee.

The Executive Director, along with HR, is responsible for the administration of CVCOG'S personnel policies and procedures. The Executive Director will make all final decisions regarding policies and in the event of his absence may delegate authority to appropriate staff to act on his or her behalf in the administration of these policies and procedures.

These personnel policies apply equally to all employees of CVCOG unless a class of employees is specifically exempted by these policies. In cases where Federal or State laws or regulations supersede policy for specific groups of employees, such laws or regulations will control only insofar as necessary for compliance. Please note this is a possibility since the varied parts of CVCOG work from different program regulations and grant requirements.

CVCOG'S Department Directors and Supervisors are willing to answer your questions and give you the help you need in order to learn about CVCOG, its organizational structure, and its policies.

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## EMPLOYMENT TERMS, CONDITIONS AND BUSINESS ETHICS

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### COMPLIANCE

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Any violation of the policies and procedures listed in this handbook will subject the employee to disciplinary action up to and including termination of employment. Any CVCOG employee having knowledge of any violations that require reporting are required to promptly report such violation to the appropriate level of management. Each supervisor, manager, director and officer of CVCOG is responsible for policy compliance in their area of responsibility. When a question arises regarding any aspect of the policy, contact HR or the Executive Director.

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### EMPLOYMENT-AT-WILL

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This handbook is not to be interpreted as representing a contract of employment. CVCOG is an employment-at-will employer. This means both you and CVCOG have the freedom to terminate our employment relationship at any time, with or without cause. No representative of management has the authority to make any arrangements or commitments to the contrary, or seek to enter into employment contracts without the express, written approval of the Executive Director.

CVCOG'S employees maintain only the highest ethical standards in the conduct of CVCOG's affairs. The intent of this policy is that each employee conducts CVCOG's business with integrity, and complies with all applicable laws in a manner that excludes considerations of personal advantage or gain.

Further, the Executive Director and the Executive Committee have the right and freedom to alter, modify, change, delete, add to or interpret the guidelines as they deem appropriate.

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### GIFTS AND GRATUITIES

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A CVCOG employee may not: solicit, accept or agree to accept a financial benefit other than from CVCOG, that might reasonably tend to influence his or her performance of duties for CVCOG or that he or she knows or should know is offered with intent to influence the employee's performance; accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties; accept outside employment or compensation that might reasonably tend to impair independence or judgment in performance duties for CVCOG; make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for CVCOG; or solicit or accept or agree to accept any financial benefit from another person in exchange for having performed duties as a CVCOG employee in favor of that person.

Gifts, Favors, and Payments Made by CVCOG: Gifts, favors, and payments may be given to others at CVCOG'S expense, if they meet all of the following criteria:

1. They are consistent with accepted business practices,
2. They are of sufficiently limited value and in a form that cannot be perceived as a bribe or payoff,
3. They are not in violation of applicable law or generally accepted ethical standards; and
4. Public disclosure of the facts will not embarrass CVCOG.

Gifts, Favors, Entertainment and Payments Received by CVCOG Employees:

- Employees shall not seek or accept, for themselves or others, any gifts, favors, entertainment, or payments without a legitimate business purpose; neither shall they seek or accept personal loans (other than conventional loans at market rates from recognized lending institutions) from any persons or business organizations that do, or seek to do business with, or are a competitor of CVCOG.

In the application of this policy:

- Employees may accept for themselves and employees of their family’s common courtesies usually associated with customary business practices. These include but are not limited to:
  - Lunch and/or dinner with vendors sometimes including spouses as long as the invitation is extended by the vendor.
  - Gifts of small value from vendors such as calendars, pens, pads, knives, etc.
  - Tickets to events (such as sports, arts, etc.) are acceptable if offered by the vendor and the vendor accompanies the employee to the event. These are not to be solicited by CVCOG employee and must be approved by the Executive Director.
  - Overnight outings are acceptable under the condition that individuals from either other companies or the vendor are in attendance. The employee must have prior approval from the Executive Director.
  - Gifts of perishable items usually given during the holidays such as hams, cookies, nuts, etc., are acceptable.
  - The receipt of alcoholic beverages is allowed; however, employees must continue to follow CVCOG’s Drug and Alcohol Policy.
  
- Day outings such as golf, fishing, and hunting are acceptable if offered by the vendor and the vendor accompanies the employee to the event. These are not to be solicited by CVCOG employees and must be approved by the Executive Director. Participation by the employee's family is not acceptable.
- It is never permissible to accept stocks or other forms of marketable securities of any amount.
- A gift of cash or cash equivalent, such as gift cards, should not be accepted in an amount of more than limited value, or in violation of generally accepted ethical standards.
- Employees are not expected to buy gifts for supervisors, managers, and/or directors. If situations arise, directors, managers, and supervisors should not accept gifts of more than limited value from those under their supervision. Gifts to management employees are only given on their own free will with the understanding the employee will not receive any form of fiduciary gains.

For the purposes of this handbook, limited value is equal to \$25.00 per occurrence and \$50.00 per calendar year. For further clarification, seek out guidance from your supervisor or HR. *The exception to this policy is employee incentives received via donation and delivered through CVCOG Engagement Committee activities.*

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## CONFLICT OF INTEREST

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Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of CVCOG. As in all other facets of their duty’s, employees dealing with clients, suppliers, contractors, competitors or any person doing or seeking to do business with CVCOG, are to act in the best interest of CVCOG. Each employee shall make prompt and full disclosure in writing to their manager of any potential situation which may involve a conflict of interest. Such conflicts include:

- Ownership by the employee, or by the employee’s family, of a significant interest in any outside enterprise which does or seeks to do business with or is a competitor of CVCOG.
- Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise which does or is seeking to do business with or is a competitor of CVCOG. Exceptions to this may be approved by the Executive Director.
- Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving CVCOG or its interests.
- Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of CVCOG.

Employees of CVCOG will neither have financial interests in the profits of any contract, service, or other work performed for CVCOG nor derive personal profit directly or in-directly from any contract, purchase, sale or service between CVCOG and any person or company.

**Confidential Information:** The revelation or use of any confidential product information, data on decisions, plans, or any other information which might be contrary to the interest of CVCOG (not in conflict with the Freedom of Information Act or Open Information Act) without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information, particularly personnel information, is strictly prohibited.

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## INTERNS, FIELD STUDENTS, VISTA, CONTRACTORS AND TEMPS

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**Field Students and Interns** – CVCOG understands the importance of working with local universities and other entities to provide hands on job experience to those seeking out degrees or jobs in fields related to public service. CVCOG will continue to seek out qualified applicants for field students & internships while working in partnership with said agencies to provide experience to potential future applicants. All field students & interns interested in creating an agreement with CVCOG will be required to follow the same process of applying for a regular position allowing CVCOG to follow its hiring process. Field students & Interns will also comply with the following guidelines;

- Acknowledgement that any field student’s assignment, project, task, or internship with CVCOG is purely an educational experience
- A field student’s assignment, project, task, or internship will have no exchange of wages unless otherwise arranged
- Any creations, inventions, designs, projects, or intellectual material developed while working as a field student or during internships are property of CVCOG regardless of whether they were developed by external consultants, employees of CVCOG, field students, or interns
- There are no expectations of a job offer once a field student’s assignment or internship is completed
- Field students and interns are required to follow all policies and procedures
- The Department Director and or Executive Director have the right to terminate a field student’s assignment or internship at any time

**VISTA** – AmeriCorps Volunteers in Service to America (VISTA) staff are those that provide needed resources to nonprofit organizations and public agencies to increase their capacity to lift communities out of poverty. At times, CVCOG may utilize these VISTAs in order to provide support to our programs.

The VISTA Director will contact the HR department with details such as the date the VISTA will start, location, shift, duration of the assignment, etc. Based on the information provided, HR will do the onboarding and conduct orientation. VISTAs will be issued a badge and may be given a keycard & keys for building access. They are responsible for following the ID Badge and the Key Card/Keys Policies.

The VISTA Director and VISTA Program Manager will be responsible all aspects of the VISTA’s employment, during the assignment, which includes training, job responsibilities, time management, and will also monitor performance. If any performance concerns arise, the supervisor/manager or VISTA Director must notify the HR department immediately. Disciplinary actions will be handled by the HR department and AmeriCorps.

**Contractors and Temporary Workers** – CVCOG acknowledges that a portion of its staffing requirements may be met through the use of agency temporary (temp) workers and contractors. The HR department will oversee the management of the selection and hiring processes related to temporary and contract staff.

The Department Director will contact the HR department with a request for a temp worker and will provide details such as the date the worker is needed, job responsibilities, location, shift, duration of the assignment, and recommended salary. HR will contact a staffing agency with a request for a temp worker, provide the specifics of the position, review the candidates, and work with the Department Director to make a selection.

The Department Director will be responsible for signing the temp’s timesheets during the assignment and will monitor performance. If any performance concerns arise, the supervisor/manager or Department Director must notify the HR



department immediately. Disciplinary actions will be handled by the HR department and the temp agency's representative.

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## JOB POSTING

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In accordance with Texas Government Code 656.024, as soon as a position becomes available or vacant, CVCOG will publicly list said vacancy on, at minimum, the Texas Workforce Solutions and CVCOG website along with other appropriate platforms. Jobs are posted in accordance with the requirements of the EEO Policy/Affirmative Action Plan. If appropriate and effective, newspaper advertisements, flyers placed in the community and word of mouth may be utilized as well. Vacancies will be posted for a minimum of 10 (ten) working days, with notice provided to current employees.

Certain situations may call for the Executive Director, to not publicly or internally post a position, or post for less than 10 (ten) days. The Executive Director will use guided discretion based on operational and program need or the availability of a highly qualified internal candidate. If this situation occurs, CVCOG will continue to adhere to all local, state, and federal EEO requirements.

Every effort will be made to ensure that all CVCOG employees are made aware of and have the opportunity to apply for open positions, either before or concurrent with CVCOG's consideration of external candidates for the position. While it is CVCOG practice to promote from within whenever possible; certain business conditions could cause a position to be filled without posting internally.

Regardless of the source of applicants, CVCOG seeks to locate the **best-qualified** person for the job.

All regular part time and full-time employees with 90 days or more of continuous employment with CVCOG or with approval from the Executive Director and who have satisfactory performance and attendance records are eligible to apply for any CVCOG position. Operational exceptions may be approved by the Department Director and Executive Director.

Qualified and eligible employees who wish to apply for a posted position must notify their Department Director. Interested employees will be prompted to submit their resume and CVCOG's online application. These employees may contact HR for guidance in applying for these positions

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## SELECTION OF EMPLOYEES

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Our application and screening processes are designed and carried out in a **non-discriminatory** manner in order to maintain compliance with Federal, Local, and State Equal Employment Opportunity (EEO) laws; CVCOG will not discriminate against applicants based on a person's protected status such as race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, genetic information, sexual orientation, gender identity, or any other protected group status. It is our goal to employ the best-qualified applicant for the job. Additionally, we seek to promote from within whenever we can find the best-qualified person for the job inside our workforce.

All candidates for employment must fully complete CVCOG's online application. The forms must be completed in detail and electronically signed by the applicant to verify the accuracy and completeness. Incomplete applications will not be accepted. A resume will not be accepted in place of a completed application. If an applicant wishes, the resume may accompany the completed application form as additional information.

In compliance with our funding agency and contractual requirements, it is our policy to conduct background investigations on all new employees. The following types of searches may be conducted during the hiring process:

**Verification of Identity** - CVCOG requires all employees to have a valid and current driver license or some form of identifying documentation, used to verify a person's identity.

**Reference Checks** - To ensure that individuals who join CVCOG are well-qualified and have strong potential for success and productivity, CVCOG may verify previous employment references prior to extending a job offer.

**Education Verification** - CVCOG may verify education listed on your job application as CVCOG feels necessary.

**Employment Verification** - CVCOG may seek to verify all prior employment.

**Criminal Records Search** - CVCOG will conduct a criminal records search for information such as misdemeanor or felony convictions, open arrest warrants, or other related illegal activities. CVCOG will obtain a sex offender record and any other criminal record search required by their department. CVCOG employees may not have any felony or misdemeanor convictions within the last 7 years from the time of the employment offer. Felony or misdemeanor convictions outside of the 7-year time frame are up for review by the Department Director and Executive Director. Severity of charges as well as length of time passed since charges were made is taken into consideration. Immediate disqualification may occur if the applicant has charges of physical violence, domestic abuse, child abuse/neglect, or elderly abuse during any time on their search history.

**National and State Data Bases** - Depending on department requirements, CVCOG may submit your information through various national data bases such as the Office of Inspector General (OIG) US Department of Health and Human Services (HHS) Exclusion and the Texas Health and Human Service Commission Exclusion data bases. Immediate disqualification may occur if the applicant is listed on either of these exclusion data bases, in accordance with program requirements.

**Social Security Number Verification** - CVCOG verifies an individual's connection to his or her social security number by participating in a government program called E-Verify. This program determines an employee's eligibility to work in the United States.

**Driving Eligibility** - CVCOG verifies if an individual has a valid and current driver's license. If the individual does not have a driver license, they must sign the CVCOG Employment - Driver License Waiver and will not be able to operate a motor vehicle while on duty.

**Skills/Competencies** - Certain jobs may require an applicant to test for the position, in order to evaluate skills with computers, internet/e-mail, word processing, program-specific hardware, or other specific aptitudes.

Certain employees must be capable of being bonded. This may be a required condition of employment, if the position involves the handling of money or other negotiable instruments.

**The following types of searches may be conducted during employment:**

Any of the aforementioned searches may be conducted during an employee's tenure as based on program and contractual requirements but may also include:

**Office of Attorney General (OAG)** - CVCOG will enter every hired employee's information to the Child Support Division of the OAG data base, in accordance with Federal and State Law. CVCOG will follow all laws and regulations regarding these types of withholdings

**Verification of Employment** - All requests for information on current or former employees must be referred to the HR Department. Prospective employers, financial institutions, and residential property managers routinely contact employers requesting verification of a former or current employee's work history and/or salary. Requests must be submitted in either physical or electronic written format, with a wet signature, and all responses will only be provided in written format. Regardless of employment status and/or termination reason; the only information to be provided will be

dates of employment, last position held, salary or hourly rate, nature of the separation (voluntary or involuntary) and rehire status (only if available). Representatives of Government or law enforcement agencies, in the course of their business, may be allowed access to additional personnel file information.

**Rehire Policy-** Employees that have terminated from employment on a permanent basis are not prohibited from applying for any position with CVCOG. Due to TCDRS requirements (see pg. 36 for more details), previous employees, no matter the reason for termination, will not be considered for rehire until a full 3 calendar month period has passed. The following items will be taken under consideration before CVCOG rehires an employee;

- Previous resignation was submitted in a timely manner
- Reason for leaving
- Severity of disciplinary issues
- Ability to meet all current hiring requirements
- Previous supervisors suggested rehire status (if available)

Previous employees have no guarantee of rehire. HR and the Department Director will seek the approval from the Executive Director regarding rehiring employees.

CVCOG reserves the right to add to or take away from the searches listed above in accordance with grant, local, State or Federal, and contractual requirements. The Executive Director has final discretion on if an applicant meets CVCOG background requirements. *See the Employee and Volunteer Background Check Policy for more information.*

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#### OUTSIDE ACTIVITY

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Employees may not engage in any outside employment, activity, or enterprise that adversely affects the employee's job performance or is determined by the Executive Director to be inconsistent or incompatible for employment with CVCOG. CVCOG does not intervene in the private lives of its employees. However, should a conflict with a client, or an employee's activity, be of a nature that could tarnish the image of CVCOG or hurt our business position in the community, the Executive Director reserves the right to enforce proper disciplinary action.

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#### OUTSIDE EMPLOYMENT/MOONLIGHTING

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Moonlighting is considered as additional employment. Such extra employment will be allowed if it does not interfere with your duties at CVCOG and is not in competition with CVCOG. Should any outside financial endeavor become damaging to our business position in the community, CVCOG will require corrective action on your part.

If a supervisor or director becomes aware that an employee's second job is having an adverse effect on his or her job with CVCOG, a supervisor or director may request the employee to make a choice between employment with CVCOG or with their alternate employer.

All outside employment must be conducted COMPLETELY off of CVCOG premises. CVCOG equipment, supplies, or space may never be used toward outside employment.

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#### EMPLOYMENT OF RELATIVES (NEPOTISM)

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Nepotism is the demonstration of favoritism toward a relative. The practice of nepotism in the hiring of personnel or awarding of contracts is forbidden by CVCOG.

No person may be hired who is related within the first (parent or child), second (brother, sister, grandparent or grandchild) or third (great-grandparents, great-grandchildren, parent's brother or sister, or nieces and nephews) degree of affinity (marriage) or consanguinity (blood) to any member of the Executive Committee or to the Executive Director. No person who is related to a member of the Executive Committee or to the Executive Director in one of the prohibited

degrees may continue in CVCOG's employ. The exception will be if the employee has been employed continuously by CVCOG for a period of:

**At least 30 days**, if the Executive Director or member is appointed;

**At least 6 months**, if the Executive Director or member is elected at general election (other than the general election for State and county officers); or

**At least 1 year**, if the Executive Director or member is elected at general election for State and county officers.

All other employees may not directly supervise any member of their family. CVCOG strongly advises against hiring family members within the same department. Any applicant related in any way by affinity or consanguinity to a current employee must have Executive Director approval before hiring.

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### TRANSFERS, PROMOTIONS AND DEMOTIONS

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All internal job transfers, promotions and demotions are handled on the same non-discriminatory basis as new hires. CVCOG will not discriminate against applicants or employees based on a person's protected status such as race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, genetic information or other protected group status. All internal job transfers, promotions and demotions will be subject to a 90-day probationary period. If an employee is within their 90-day probationary period, their transfer, promotion or demotion will be subject to the Department Director's discretion with the approval of the Executive Director.

A **transfer** is an assignment to another job of equal pay, status, or benefits. A transfer is not a promotion. Transfers to other positions can be requested by you, the Department Director, or both. The purpose of a transfer may be: to relocate you in a more suitable position; to achieve better scheduling; to address personal issues; to be able to retain you if you might otherwise have to leave; or to train you in other tasks so that you can ultimately make a more significant contribution to the organization and our clients.

A **promotion** occurs when you move to a new position with more pay or status. Promotions will always put the best-qualified person into a job that demands more skills, knowledge and judgment. There are no scheduled promotions or raises at CVCOG.

Previous performance management discussions and seniority are important considerations for both transfers and promotions. Any employee wishing to be considered for a promotion or transfer must notify the Department Director and submit an updated resume and online application to HR.

A **demotion** may occur in your best interest, in the best interest of CVCOG, or both. A demotion is a move to a job with lesser pay or status.

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### POLYGRAPH EXAMINATIONS

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In the event of an investigation, or other CVCOG required event, you may be asked to submit to a polygraph examination. Any polygraph examination will be limited solely to inquiries related to CVCOG's business affairs. You will not be asked about your personal or private affairs unrelated to CVCOG's business affairs. Any polygraph examinations are conducted in compliance with the "Employee Polygraph Protection Act of 1988."

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### PHYSICAL EXAMINATIONS

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With the exception of CVT and the Head Start Department, CVCOG does not generally conduct health-related inquiries or medical examinations on job applicants, although there are certain positions in CVCOG which may require agility

testing prior to starting work. Any physical examination, including agility testing, is conducted in accordance with the guidelines of the Americans with Disabilities Act and EEO Laws.

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## LICENSES, CERTIFICATIONS AND REGISTRATIONS

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Some jobs require a license, certification or registration as a condition of being able to legally and ethically perform the job. In these cases, it is your responsibility to provide proper documentation prior to being allowed to perform any duties of the job or work with your supervisor on obtaining certifications in a timely manner. All licenses, certifications and registrations are verified prior to any performance of job duties.

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## MEDICAL STATEMENT

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All Full-Time, Part Time, Substitutes, and Volunteers will be required to have a physical and a Tuberculosis (TB) Screening prior to reporting to work or volunteering in the classroom. If Tuberculosis Screening is positive the employee will not be allowed to report for work until released by a physician. **The physical and TB must be kept up-to-date based on the most current Head Start Standards and guidelines.**

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## JOB DESCRIPTIONS

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A job description has been prepared for each position, including general duties and responsibilities, minimum qualifications, and reporting and supervisory information.

You will be presented with your specific job description, which will remain available for you to review. You must sign a copy of your job description.

Job descriptions are reviewed periodically for content and accuracy. Job descriptions are updated as needed; revisions and updates to your job description do not necessarily give reason for a pay raise.

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## ORIENTATION

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On your first day, you will be given a general orientation to CVCOG. Safety issues and training will be given to you during this time. During your first few weeks and months your supervisor will work closely with you to help you learn your duties quickly and to provide you with guidance as you need it.

Feel free to ask your immediate supervisor or Department Director for understanding and clarification of any new words, terms, or concepts you do not understand. Questions can also be directed to HR.

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## PERFORMANCE MANAGEMENT

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When you have completed the 90-day introductory period, you will receive a review of your performance. This is to determine early on how you are performing. During this review, we will point out job functions that you are performing satisfactorily. Any areas that may need further development will be discussed and documented for your benefit. At this time, and anytime throughout your employment, the employee and CVCOG have the right to terminate employment.

Your supervisor does have the discretion to meet with you sooner to discuss early interventions for any behaviors and or performance issues that require immediate action. In this case, the disciplinary process may be applied.

Subsequent performance management will be conducted semi-annually via discussions with your supervisor. This provides semi-annually evaluations on your performance, development, satisfaction of your job requirements, job knowledge, growth plans and needs. These annual performance management sessions will become part of your permanent record of performance and may be taken into consideration for pay increases, promotions, etc.

*See Disciplinary Issues and Procedures section for more information.*

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## TRAINING AND PROFESSIONAL DEVELOPMENT

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CVCOG provides several avenues for you to advance your knowledge. This starts with the new skills you learn to perform the basics of your job functions. Depending on your position, there may be opportunities for you to attend job-related programs. Some trainings may be optional and be supplemental to the in-house training you receive at COG, however, there are some trainings that may be a requirement for a particular position.

If CVCOG authorizes or requires you to attend any educational or training course, conference, or seminar related to your role or department, CVCOG will adjust your schedule to allow for the necessary time off, with pay, and will reimburse you for associated costs (including tuition or registration fees and authorized travel, meals, and lodging). When appropriate, CVCOG may prepay registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved.

*See the Travel Policy for additional information regarding more detailed travel instructions.*

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## EDUCATION ASSISTANCE POLICY

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Concho Valley Council of Governments (CVCOG) strives to be a desired and competitive workplace and to hire the most qualified of applicants. Various factors contribute to an applicant's decision to work for CVCOG, but benefits are high on the list. This Education Assistance Policy would be an additional benefit to working at CVCOG and is established to allow CVCOG to offer, when appropriate and authorized by funding agencies, the opportunity for employees to receive assistance in higher education expenses. CVCOG does not guarantee issuance of assistance. This policy would not only offer an additional benefit, but support CVCOG in succession planning. Employees advancing their education increases their skill and knowledge base, which in turn, benefits their program and CVCOG as a whole.

**Eligibility:** This policy applies to full-time and part-time employees. Temporary and seasonal employees, along with interns, are not eligible for any type of Education Assistance. For the purposes of this policy, program and department will be used synonymously.

**Guidelines:** Education assistance will be specific to each department and or program. CVCOG administers a various number of programs with each program having its own set of requirements and regulations. Some programs may ask employees to show proof of Free Application for Federal Student Aid (FAFSA) application completion to determine if they may qualify for grants or other assistance. In addition to program requirements, CVCOG also includes the following criteria for an employee to be eligible to request education assistance;

- Employee's program and/or funding agency must allow for such expenses.
- Education assistance is contingent on availability of funds within the program budget.
- Employee must have been employed for six months (unless program requirements specify otherwise).
- Employees must be in good standing and not have received any type of disciplinary reprimand in the last six months.
- Degree or certification sought must be relevant to their current position or as a component of a documented department succession plan.
- The employee must complete their department specific form and include a statement stating their purpose and commitment.
- Classes should be scheduled per the availability of the employee, with minimal disturbance to their regular work schedule.
- No more than two hours per week of paid worked time are allowed for coursework.
- For graded courses, employees must maintain a GPA of 2.5 or higher at all times.

- Departments will specify their individual allowances and requirements every fiscal year or upon the implementation of their plan.
- Once coursework is completed, the employee must stay employed with CVCOG for a minimum of three years or will be required to pay back a pro-rated amount of the assistance provided.
  - An exception would be in the event of an involuntary termination.
- The maximum amount of assistance, regardless of department, will be \$3500 unless authorized by the Executive Director.
- Departments will have different individual requirements to meet but may require monies be returned in the event of a failing grade or termination of employment, (whether voluntary or involuntary) prior to designated time.

**Types of Education Authorized:**

- Required program certifications
- Associate degree programs
- Bachelor degree programs
- Graduate degree programs
- Any other degree or certification required by the program

**Approval:** Department Directors will approve the initial employee request, then submit to the Executive Director for final approval. Education Assistance forms are located on the CVCOG team site or may be requested from your supervisor/director.

**Changes to Education Assistance Policy:** The Executive Director, with approval from the Executive Committee, reserves the right to alter, modify, delete, change, add, or interpret this Education Assistance Policy as needed. Notification of changes will be made to all appropriate employees.

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## RULES OF CONDUCT

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The purpose of this section is to provide you with the rules, or expectations, that are common to all of us. Hopefully, CVCOG can answer many of your questions regarding how to conduct business and the behavior required of all employees. Our purpose is to point out what can cause you problems so that inappropriate conduct can be avoided.

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### OPEN DOOR POLICY

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Our "Open Door" Policy states that your supervisor, Department Director, HR and the Executive Director are accessible to discuss issues. Should you have a personal or business need to discuss, please feel free to do so. CVCOG wants you to enjoy a full, productive and healthy work relationship with us. If CVCOG can assist you, please approach us and give us the opportunity to help you.

CVCOG does request you respect the "chain of command" when needing to discuss matters of concern. However, if you are unable to discuss your concern with your immediate supervisor or Department Director, you may also contact HR. If HR is not available, you may contact the Executive Director. If neither is available and your situation is such that a response is required immediately, you may also contact another Department Director.

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### EMPLOYEE INVESTIGATIONS

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There are times during the operations of any business, including ours, when investigations for various reasons and purposes are necessary. CVCOG will attempt to keep sensitive information discovered during such necessary investigations confidential; however, this does not equate to total secrecy. Although our efforts and intents are to achieve confidentiality during investigations, CVCOG cannot guarantee total confidentiality.

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### PROBLEM - SOLVING PROCEDURE

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The first step is to review with your immediate supervisor what is of concern to you, unless there is a concern about talking with your supervisor. If there is a concern, another member of management may be sought out. The supervisor or management team member will receive your problem/concern, and seek to resolve the issue within a reasonable period of time.

If you do not believe you have received a satisfactory solution, you may then speak with any other member of management or the Department Director. At this point you will be asked to submit your issue in writing. This extra step will further ensure the Department Director understands clearly the exact nature of your concern.

The Department Director, with assistance from HR, will need a reasonable amount of time to investigate this issue, research options for a solution and get back to you with an answer.

We ask that you do not speak with anyone, who is not a member of management, regarding the concern as this could be considered as perpetuating gossip or rumors.

Should you feel you still are not satisfied with a resolution to your problem/concern, you have another avenue of assistance: you may request to discuss it with the Executive Director. As in the prior steps, the Executive Director will need a reasonable amount of time to study, obtain necessary facts and opinions, conduct research and finally provide you with an answer to your inquiry.

It is critical to realize that having had adequate appeals steps, the decision of the Executive Director will be final and there is no other appeal or avenue to take for resolution.



During this entire problem-solving procedure, you are free to consult with HR. This person can assist you in: submitting your problem/concern in writing and articulating the issue clearly; explaining the steps in the procedure and answering questions for you; possibly arranging the meetings with your immediate supervisor, Department Director and the Executive Director; interpreting the resolution; and ensuring all the steps are conducted in a non-discriminatory manner.

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## DISCIPLINARY ISSUES AND PROCEDURES

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There are times when corrective action becomes necessary. In most instances, an attempt will be made to correct the behavior that causes disciplinary action. However, sometimes a behavior or an action will be deemed serious enough to justify immediate termination.

Examples that would call for immediate termination include but are not limited to: theft, drug or alcohol use/abuse, insubordination, misconduct, physical violence, sexual harassment, other forms of harassment, dishonesty, breach of business ethics, incorrect treatment of our employees, certain forms of outside activity, mistreatment of fellow employees, abusive behavior, inappropriate language, lack of productivity, or an inability to meet goals.

Our preferred course of action is coaching and training. For acts not resulting in immediate termination, the employee will be verbally counseled. This will include demonstrating for and discussing with the employee their incorrect action(s) and what changes are expected. The manager will document the occurrence of the verbal counseling. All verbal counseling documentation will be removed from an employee's personnel file after one year if the employee has corrected the action and no additional disciplinary proceedings occurred.

Should further violations occur, or if the violation is severe enough and verbal counseling is not appropriate, the employee will be given a formal written warning. Again, the behavior, action, practice, policy or principle involved will be pointed out and explained for the employee's benefit.

If further infractions occur, the employee will receive a formal write-up. At this time, the Director and Executive Director will have the option of probation, suspension or termination. The employee may be suspended, with or without pay, for up to 30 days. During this time the employee will be asked to consider if they truly want to work for CVCOG.

Probation can be set for a term of 30, 60, 90, or other situation-appropriate number of days, and must be approved by both HR and the Executive Director. During the set time, an employee must meet all goals set by their supervisor. Supervisors will closely work with the employee and meet no less than twice a month. At the end of the probation period, the employee will be evaluated and a decision will be made regarding the employee's future with CVCOG.

Suspension can be effective immediately, and be set for one to thirty (30) days. Suspensions are for more serious infractions that would be cause for immediate termination, immediate removal from the work place, or an immediate investigation. This will give CVCOG time to make a well-informed decision regarding corrective action and future employment with our organization.

After a suspension, CVCOG may deem it necessary to terminate employment based on information acquired through an investigation, or from receiving clarification on the violation. If CVCOG believes the behaviors or actions can be remedied or prevented in the future, an employee may continue employment if the employee indicates the desire to work for CVCOG and follow its policies, practices, and corrective actions. However, if the employee decides they do not agree with CVCOG'S purpose, practices, policies and beliefs, they will be terminated or given the opportunity to resign. If, following suspension, the employee further violates our policies, practices, and/or beliefs, the employee will be terminated. Should management decide suspension would not accomplish any purpose, they may terminate the employee immediately.

Supervisors and Department Directors are not required to use above mentioned coaching and training method. Nor are they required to place an employee on probation or suspension. CVCOG has the right to terminate an employee when it

is the best course of action for CVCOG, its employees and clients. All final decisions require HR review and approval from the Executive Director.

Employees have the option to appeal any disciplinary action they receive. The employee will need to contact the Director of Human Resources and may be asked to complete the Disciplinary Action Appeal Form. Submission of an appeal, verbally or in writing, should occur no later than five (5) business days after receiving the disciplinary action. If the Director of Human Resources upholds the disciplinary action, the employee may then take their appeal to the Executive Director. The Executive Director will make the final decision regarding the disciplinary action.

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## FIREARMS & WEAPONS

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Employees are only permitted to carry firearms in a concealed manner while on the COG's premises, while conducting company business, or while acting as a company representative at any work-related activity, meeting, or function. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Texas. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

**Firearms and any other form of weapons are not permitted at any Head Start / Early Head Start location.**

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## HORSEPLAY

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It is impossible to list all the possible forms of horseplay. Examples of horseplay include: exploding fireworks; throwing things around the work area; tampering with food; pulling a chair out from under a person who is about to sit down or any other behavior that could be perceived as dangerous or cause potential harm to employees and or the facility. Horseplay has been shown to be insulting, dangerous and unsafe.

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## THEFT

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Theft can occur in many different ways. Stealing property of any kind from a coworker, visitor, vendor, client or CVCOG is considered theft. All manner of theft is prohibited and will be dealt with quickly.

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## ABUSIVE, PROFANE, OR OBSCENE LANGUAGE

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This type of language is unacceptable in the workplace. It is not acceptable, for any reason, to direct this type language towards clients, visitors, or fellow employees, and it will not be tolerated.

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## VIOLENCE IN THE WORKPLACE

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CVCOG seeks to provide a safe workplace for all of its employees and visitors. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence Policy.

**Prohibited Conduct:** CVCOG does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

The following list, while not all inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury in another person, or subjects another person to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Use of any weapon, illegal or legal, while on CVCOG property or while on CVCOG business;

- Committing acts motivated by, or related to, sexual harassment or domestic violence.

**Reporting Procedure:** Any potentially dangerous situation must be reported **immediately** to a supervisor or HR. Reports can be made anonymously; all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. CVCOG will actively intervene at any indication of a possibly hostile or violent situation.

### **Risk Reduction Measures**

**Hiring:** CVCOG takes reasonable measures to review candidates' backgrounds and conduct background investigations so as to reduce the risk of hiring individuals with a history of violent behavior.

**Safety:** CVCOG conducts inspections of the premises to evaluate and determine any vulnerability to workplace violence or other hazards. If you become aware of any dangerous situations or areas notify any manager immediately. Any necessary corrective action will be taken to reduce risk.

**Individual Situations:** While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform any member of management if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance;
- Displaying irrational or inappropriate behavior;
- Cordial and ethical relationships improve our business, and our feelings towards each other. At no time will fighting or altercations, physical or verbal, be tolerated.

**Employees at Risk:** CVCOG will identify employees, roles, or positions which have been determined to be at risk for becoming victims of violence because of the nature of their job or because they are subject to harassment, violence, or threats from a non-employee. Management will design a plan with at-risk employees to prepare for possible emergency situations.

**Enforcement:** Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts is in violation of CVCOG policy. Non-employees engaged in violent acts on the employer's premises may be removed immediately or reported to the proper authorities and fully prosecuted.

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## ARRESTS AND INCARCERATIONS

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CVCOG reserves the right to respond to any employee being arrested and/or incarcerated as it sees fit. Employees are required to report the information and appropriate details to their supervisor regarding any arrest or incarceration as soon as possible following the incident. Depending on the offense and potential negative impact on CVCOG's position in the community, CVCOG reserves the right to apply the disciplinary process up to and including suspension during the incarcerated time period or during an investigation and termination. If a resulting guilty charge or verdict does not meet CVCOG or awarding agency background requirements, CVCOG will immediately process a termination.

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## INSUBORDINATION

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Insubordination includes the following behaviors: willfully disobeying one's supervisor; showing disregard for instructions that are reasonable management directives; actions that could have a negative impact on our productivity and service to our clients; or abusive conduct or language toward a supervisor. Insubordination will not be tolerated.

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## CONFLICT OF CONSCIENCE

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You may have religious or other personal beliefs and convictions that may put you in conflict with our business purposes and policies. If you feel such a condition might exist, you are encouraged to inform your supervisor or other member of management in order to seek a resolution if possible. Regardless of your held beliefs, all CVCOG policies must still be followed.

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## DUTY OF LOYALTY

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CVCOG has valid ethical and business reasons to expect and require duty of loyalty from our employees. Employees' duty of loyalty includes maintaining confidentiality both during and after their employment with CVCOG and always making decisions, acting and behaving in a manner conducive with the values and ethics CVCOG strives to maintain. Employees can neither use nor disclose confidential or proprietary information they have obtained as a result of working for CVCOG. This confidentiality applies both during and after employment with CVCOG/CVT.

Current employees may not gather confidential information with the goal of disclosing that information after their employment with CVCOG has terminated. An employee is also prohibited from diverting business opportunities that would otherwise benefit CVCOG. Employees are expected to aggressively continue to pursue business opportunities for CVCOG with both current and potential clients.

The revelation or use of any confidential product information, data on decisions, plans, or any other information which might be contrary to the interest of CVCOG (not in conflict with the Freedom of Information Act or Open Information Act) without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information, particularly personnel information, is strictly prohibited.

CVCOG will pursue all remedies against any employee (current or former) who violated this confidentiality. In addition, CVCOG will seek remedy from this employee's future employer who caused or allowed such a violation to occur.

*See the CVCOG Privacy Policy for additional information regarding confidentiality.*

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## FALSIFICATION OF RECORDS/FACTS

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Falsification includes knowingly not stating the truth; knowingly not stating the truth fully; knowingly providing incorrect information to members of the public, CVCOG staff, board members or stake holders; knowingly entering or submitting incorrect information on time sheets or other CVCOG, local, State or Federal required forms; omission of important details; and deceptive Statements. Such behavior will not be tolerated.

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## FOOD PREPARATION AND STORAGE

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An employee who prepares, eats or stores food on CVCOG property is responsible for cleaning the area immediately after preparation and/or eating. Additionally, any food stored needs to be kept in a sealed container to help protect against pests.

**CACFP**

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## GAMBLING

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CVCOG prohibits most forms of gambling in the workplace, including professional or organized gambling activities. Where federal, state and local gambling laws allow, the company may allow exceptions to this policy for CVCOG sponsored events supporting a charitable or other fundraising cause. Employees must seek the approval of the Executive Director prior to engaging in any gambling activities. Failure to comply with this policy may result in disciplinary action, up to and including termination.

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## SMOKING AND TOBACCO USE

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There will be no smoking or tobacco use in any form (i.e., snuff, dipping, smoking, or vaping) in CVCOG owned vehicles, facilities, in high pedestrian traffic areas such as any of the exterior doors, or while conducting CVCOG business. Smoking and tobacco use is restricted to designated outside areas only.

Head Start/Early Head Start is smoke-free environment and prohibits e-cigarette, vaporizer, or tobacco product or use any tobacco product on the premises, on the playground, or during field trips.

Employees who require breaks to smoke, vape, etc. should communicate this need with their supervisor. Breaks should be minimal and not interfere with the employee's productivity.

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## GANGS

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Head Start is a Gang-free zone which prohibits gang related criminal activity or engaging in organized criminal activities within 1,000 feet from the Head Start/Early Head Start Program. Any of these activities is a violation of this law and is therefore subject to increased penalty under state law.

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## STANDARDS OF DRESS AND GROOMING

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CVCOG strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, CVT requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. The Site Supervisor and Head Start Department Directors may determine and enforce guidelines for workplace-appropriate attire and grooming & hygiene for their areas; guidelines may limit natural or artificial scents that could be distracting or annoying to others.

~~Supervisors should communicate any department-specific workplace attire and grooming/hygiene guidelines to staff members during new hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.~~

Regardless of the specific dress code, each employee shall be neatly and appropriately dressed as specified for their particular job. All dress and appearance will be in good taste and utilize good judgment. No dress or personal appearance will be provocative or in bad taste. Your Department Director, HR, and the Executive Director will be the interpreters of what is defined as provocative attire and what attire is in bad taste.

Without unduly restricting an individual's tastes, the following personal appearance guidelines and dress code should be adhered to at all times:

- Clothing such as midriff baring tops, "muscle" shirts, sweatpants, workout leggings, tights as pants, shorts of any kind, short skirts (anything above the knee), short dresses (anything above the knee), t-shirts (unless it is a Head Start/ Early Head Start or CVCOG T-shirt), jeans with holes and low-slung pants are never allowed.
- Shoes must be appropriate for your role and environment.
- Mustaches, beards, and other facial hair must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste and present an appropriate professional appearance.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and aftershave lotion should be used moderately as some individuals may be sensitive to strong fragrances.

In addition,

Standards of dress and hygiene also include the following:

- All site supervisors, office personnel, family service workers, and teaching staff are expected to wear professional attire at all times.

- Classroom staff are expected to interact with children and should dress in clothing that is professional yet, are able to move around with the children. They should wear shoes with straps across the heel, no slip-ons or “flip-flops”.
- Staff working directly with children must keep their fingernails short, and the undersides should be cleaned frequently with soap and water. Because of their length, longer fingernails can harbor more dirt and bacteria than short nails, thus potentially contributing to the spread of infection.
- Staff working directly with children, may not wear earrings that dangle or have piercings that can be determined a safety hazard for the children or the employee.
- T-Shirts must be a Head Start/ Early Head Start or CVCOG shirt. On Fridays you may wear your local districts game day t-shirts/ and or seasonal t-shirts. Also, t-shirts must NOT have any logos, advertisements, or other characters.
- Work appropriate leggings may worn, but must be accompanied with a dress or tunic that reached mid-thigh.
- Kitchen staff/Custodial staff is expected to wear clothing suitable to cooking and cleaning and to wear an apron over these clothes. They should wear comfortable, enclosed-toe shoes.
- Employees must adhere to all standards applicable to dress and hygiene (for example hairnets and gloves for food handlers) required by federal, state or local law.

Any staff member who does not exhibit safe and reasonable standards of personal hygiene or appear for work in inappropriately clothing or fingernails will be subject to corrective action and may be asked to leave the premises to change clothing or tend to their hygiene. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming/hygiene standards. In compliance with Federal and State Laws, medical accommodations will be provided with appropriate medical documentation.

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#### PERSONAL TELEPHONE CALLS AND CELLULAR PHONE USAGE

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~~It is understood that personal calls are occasionally necessary; however, use of telephones for local personal calls/texting/e-mailing/web surfing or any other smart phone option is permitted only if the number and length of “calls” are kept to a minimum. The Executive Director of CVCOG will be the sole interpreter of “minimum” and violation of phone privileges may result in loss of telephone use for personal reasons.~~

**Personal use of CVCOG phones:** COG telephones are to be used for COG business. It is understood that occasionally personal calls are necessary; however, use of COG telephones for local personal calls are permitted only if the number and length of calls are kept to a minimum.

~~**Personal cellular phones:** While at work, you are to exercise the same discretion in using personal cellular phones as you do for CVCOG phones. Regardless of the phone used, excessive personal calls/e-mailing/texting/ web surfing or any other smart phone function during the workday interfere with employee productivity and are distracting to your co-workers. CVCOG encourages a reasonable standard of limiting personal calls/e-mailing/texting/ web surfing or any other smart phone function. We ask that you make personal calls/e-mailing/texting/ web surfing or any other smart phone function on non-work time when possible, and that you make sure that your family and friends are aware of this CVCOG policy.~~

Cell phones **are not** allowed in the classroom while the children are present. Smart watches with texting and calling capabilities are also prohibited in the classroom. All Teaching staff must keep their cell phones in their car or in the front office while children are present. Violations of this policy may result in disciplinary action, up to and including termination.

CVCOG is not liable for the loss, damage or theft of personal cellular phones brought into the workplace.

~~**Personal use of CVCOG provided cellular phones:** If job or business needs require that you have immediate telephone access, CVCOG may issue a business cell phone to you for work-related communications. To protect you from incurring a tax liability for the personal use of this equipment, business cell phones are to be used **for business reasons only**, otherwise, you must keep a precise log of your personal use of the cell phone and are liable for any taxes related to non-~~

~~business use of the cell phone. Some departments of CVCOG may elect to reimburse you for any business-related calls made on your personal cell phone.~~

~~If you are issued a business cell phone or other equipment by CVCOG, you are expected to guard the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time at our request, you may be asked to produce the phone or other equipment for inspection or return. If you are unable to present the phone or other equipment in good working condition within the specified reasonable time period, you may be required to bear the cost of repair or replacement.~~

~~Employees who separate from employment with outstanding debts for equipment loss or other unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.~~

~~**Business use of personal cell phones:** CVCOG may provide a monthly reimbursement of up to **\$30.00** for any authorized employees who are regularly required to use their own personal cell phone in relationship to business calls. Reimbursements for less than the allowable amount, will be reimbursed only the lower amount. Employees are responsible for ensuring that supervisors have the most current cell phone number.~~

~~To receive the cell phone reimbursement, employees are required to: complete the Expense Reimbursement form in its entirety; include a copy of the month's statement (from the cell phone provider) with the employee's name & phone number associated; sign the form and have it signed by your immediate supervisor; and must be submitted no later than the last day of the month in which you are seeking reimbursement. Supervisors will not be reminding employees to submit the reimbursement forms and it is the employee's responsibility to submit all requests within the allotted time to be eligible for reimbursement. *CVCOG may opt-out of this or any other reimbursement at any time.*~~

~~**Driver safety and cell phone use:** If your job responsibilities include regular or occasional driving, and you have been issued a cell phone for business use, you are expected to refrain from using the cell phone while driving. **Safety comes before all other concerns.** If your job responsibilities include regular driving while making or accepting business calls, provisions (such as hands-free equipment) and/or practices will be implemented to allow you to comply with the policy.~~

~~If your job responsibilities do not specifically include driving as an essential function, and you are issued a cell phone for business use, you are expected to abide by the provisions above. **Under no circumstances are you allowed to place yourself or others at risk to fulfill business needs.**~~

~~Employees who are charged with traffic violations as a result of cell phone use while driving will be solely responsible for all liabilities that result from this behavior.~~

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## CLIENT AND GUEST RELATIONS

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Interactions with our clients and guests are of primary importance. Honesty, courtesy, and satisfaction of our clients' expectations are our goals.

Our clients are extremely valuable to us. Whether you are speaking with a person on the telephone or in person, please follow these client relations rules:

- If you know their name, address them by their name
- Identify yourself to them
- Smile as you speak with our clients
- Listen and concentrate on what they need
- Either give them the assistance they need or get the help for them with a minimum of delay
- Always be courteous, polite, and professional

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## VISITORS AND VOLUNTEERS

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It is understood that occasionally personal visits are necessary; however, such personal visits are permitted only if the number and length of the visits are kept to a minimum. Former employees are permitted, with approval of the Executive Director, and must have an employee escort with them at all times.

~~Volunteers, while having the privilege of not having to sign in, must still be monitored. As such, volunteers who come in for a specific event, will need to stay with that event. Should they need to see other staff members, they must be announced and escorted as other guests.~~

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## CHILDREN IN THE WORKPLACE

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If an employee has a child enrolled in Head Start/ Early Head Start the employee may bring their child with them at 7:30, however, the child must be picked up during regular dismissal from Head Start/ Early Head Start.

If bringing a child to work with the employee is unavoidable, the employee must first contact his or her supervisor as soon as possible to discuss the situation and obtain permission from the Director or Assistant Director to have the child at the employee's site while working. Such occasions should be very unusual and very infrequent. Factors that supervisors may consider are: the age of the child, how long the child needs to be present, the work environment in the employee's area, **if school is in session**, and any possible disruption to the employee's and co-workers' work. Children with an illness should not come to work with the employee.

A child brought to the workplace in unavoidable situations will be the responsibility of the employee and must be accompanied and remain under the direct supervision of the parent at all times.

This policy has been designed to minimize potential liability to CVCOG, risk of harm to children and decreased employee productivity due to distractions and disruptions.

This policy is not intended to prohibit children or other minors and family members from being in the workplace during CVCOG sponsored events.

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## POLITICAL ACTIVITY

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Employees of CVCOG are encouraged to vote and to exercise other prerogatives of citizenship consistent with State and Federal law and these policies. An employee **may not**:

1. Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office.
2. Directly or indirectly coerce, attempt to coerce, command, or advise a local or State officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

No CVCOG owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. CVT and the use of "bus wraps" are specifically addressed in the CVCOG Handbook for CVT Employees.



Any CVCOG employee who is subject to the provisions of the Federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election in which presidential electors were selected). CVCOG employees are subject to this additional Federal Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the Federal government.

An employee's political activity or affiliation, not in violation of this section, shall not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

CVCOG follows Government Code Chapter 556 Political Activities by Certain Public Entities and Individuals. Violation of this policy could put CVCOG, its funding, and employees at risk and will not be tolerated.

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### RESTRICTING PRODUCTIVITY/OUTPUT

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CVCOG strives to be good stewards of its funding and always maintain high levels of efficiency where productivity and client services are concerned. Employees may not engage in any activity that restricts output of services to our clients or general work productivity. Examples of activities that could interfere with productivity/output include, but are not limited to: excessive cell phone usage, conversations with co-workers, social media or internet browsing (not related to work), excessive smoke or snack breaks, and napping.

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### SOLICITATION

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Solicitation is prohibited in CVCOG public areas; including client service areas, lounges for clients and sales areas. Additionally, we do not allow solicitation during work time. Generally, we frown on solicitation in the workplace.

CVCOG prohibits the solicitation, distribution and posting of materials on or at CVCOG property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Executive Director and CVCOG sponsored programs related to CVCOG products and services.

Non-employees may not solicit employees or distribute literature of any kind on CVCOG premises at any time.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a CVCOG-sponsored event. The posting of materials or electronic announcements are permitted with approval from Executive Director.

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### SUGGESTIONS AND CLIENT FEEDBACK

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We constantly strive to improve our products and services. We welcome input from our clients that can result in improvement. CVCOG encourages feedback that you think will allow us to improve and increase our services to the Concho Valley.

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### UNACCEPTABLE PERFORMANCE

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It is CVCOG'S belief that when you came to work here you wanted to be a productive member of the CVCOG team. As mentioned in the Policies section of this Handbook, you will receive feedback on your performance periodically. CVCOG will not tolerate unacceptable performance.

Unacceptable performance includes but is not limited to, repeated or similar mistakes, carelessness in performance or decision making, poor performance in general, not meeting minimum job standards & expectations, diminishing morale with a poor attitude, and perpetuating gossip or rumors. Engaging in behaviors that have a negative impact on COG employees, stakeholders, or members of the public is also considered to be unacceptable performance. Violation of this policy will not be tolerated.

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### ~~NON-COMPETE COVENANTS~~

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~~Certain individuals may occupy positions of a particularly sensitive nature for the success of CVCOG. These positions will be familiar with sensitive data about our client's business, possess critical information about our operations/plans and be difficult to replace or affect our competitive position. Individuals in these positions may be required to enter into a separate, personal, and non-compete covenant that is not a part of this Handbook and general policies.~~

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### TERMINATION OF EMPLOYMENT

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There are two primary ways to end the employment relationship:

- Voluntary Termination: you, the employee, terminate the employment relationship by submitting a resignation, an intention to cease work, or behave in a way interpreted to have resigned or quit work.
- Involuntary Termination: the employer terminates the relationship.

As a reminder, employment is by mutual consent. We are an employment-at-will employer. Therefore, an employee is free to resign at any time and the employer is free to terminate an employee at any time, with or without cause.

**Notification of Termination:** Written and advance notice of 2-4 weeks is the preferred resignation method. This allows us time to find a suitable replacement and work out a smooth transition. CVCOG reserves the right to waive your advance notice and take your resignation effective immediately if it is more beneficial to CVCOG or the employee or if CVCOG thinks there is any threat to our security or operations.

**Exit Interview:** You and your supervisor may be asked to complete an exit interview. An exit interview helps CVCOG to obtain information that may be useful in improving employee relations and provide a rehire status that may or may not be used for future employment opportunities with CVCOG. This notification will also allow us to give you information on the pension plan, benefit end dates, Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and will help expedite your final check.

**Reduction in Force:** An employee may be separated when his or her position is abolished, or when there is either a lack of funds or a lack of work. When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative importance of each position to the organization, (2) the performance record of each employee, (3) qualifications of the employee for remaining positions with CVCOG, and (4) the employee's length of service. Prior to separation, employees may apply for other CVCOG positions for which they may be qualified; applying does not guarantee an employee will be selected per CVCOG's hiring process.

Upon termination, whether voluntary or involuntary, any CVCOG issued uniforms, keys, devices, equipment, etc. should be returned to your supervisor, Department Director, or someone in HR. Items should be returned at the time of

termination but no later than one (1) business day. In accordance with local, state, & federal laws, failure to return any CVCOG issued items could result in deductions from the employee's final paycheck.

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## RETIREMENT

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If you plan to retire, please notify HR so you can be provided with information regarding the Texas Counties and Districts Retirement System (TCDRS) as well as general information regarding retirement.

Employees will retire on a voluntary basis, and will not be asked by members of CVCOG to retire at a particular time. Upon retirement, there will be no expectation to return to your previous position or any other position with CVCOG. Once an employee has retired and withdrawn money or has begun to receive monthly payments from TCDRS, said employee is not eligible for rehire for 3 full calendar months. There will be no exceptions.

*For more information, see TCDRS under the Benefits Section.*

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## ACCESS TO PERSONNEL RECORDS

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All employees of CVCOG are allowed reasonable access to their individual personnel files. Although personnel files are the property of CVCOG, you may see your own file by making an appointment with the HR, during normal working hours.

Since personnel files are the property of CVCOG, you will be allowed to review your own file only while in the presence of your supervisor, manager or HR. Although you have access to review your personnel file, you may not alter, modify, change, delete, remove, or mark on any of the material in your file.

It is to our mutual benefit to see that personnel files are kept current and accurate. You are required to let us know if there are any changes to your official name, address, marital status, telephone number and other contact information, emergency contact information, and any changes regarding your dependents. Keeping your information up to date prevents errors regarding your benefits and tax records, and lets us know how to contact you in case of an emergency.

Lastly, information in your personnel file will only be released by legally required release orders, such as a court order, or by your specific written permission.

## PAY

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### PAY POLICIES

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CVCOG uses a Pay Period in Reserve Policy. Any work performed during the 1<sup>st</sup> thru the 15<sup>th</sup> of the month will be paid on the last day of the month. Work performed from the 16<sup>th</sup> thru the last day of the month will be paid on the 15<sup>th</sup> of the following month. If the 15<sup>th</sup> or last day of the month falls on a Saturday, Sunday or holiday, employees will receive pay checks the business day preceding said day. Direct Deposit is the preferred method for an employee to receive their compensation. For employees receiving a paper check, they are required to deposit or cash said check within 30 days of employee receiving the check. This is in order to maintain compliance with funding agency requirements.

Certain deductions from your pay will automatically and routinely be withheld. These withholdings include FICA (for temporary and seasonal employees who do not qualify for participation in the retirement system), retirement (for all other employees who do qualify for participation in the retirement system), Medicare, deferred compensation, and Federal income tax. Other payments that may be deducted from your pay are United Way, and any legally required garnishments such as child support payments and IRS bankruptcy or student loan garnishments. Elected benefit deductions will occur semi-monthly. Other deductions may be approved by you and CVCOG, if required. *See the Benefits section of the CVCOG Handbook for more information.*

Employees are responsible for submitting all time sheets, missed punch requests, and leave requests through our electronic Time Reporting System (TRS) accurately and in a timely fashion. Failure to do so may result in delayed pay, as well as denial of compensation for leave taken without proper documentation or approval. Employees will have 3 business days after a pay period to electronically submit time sheets. When time sheets are submitted without correct information or missing hours, and they are NOT submitted within the 3-day grace period, there will be one pay period delay on the incorrect hours. You will receive the remainder of your paycheck as scheduled.

Included in the 3-day grace period is approval on all Paid Time Off (PTO). If there is an extenuating circumstance, an employee will be granted a one pay period grace period to have leave requests submitted electronically. If the one pay period grace period has ended, leave will not be paid out and those hours will remain on your balance.

CVCOG'S pay policies do not allow advances on your potential pay.

### CLASSIFICATION OF EMPLOYEES

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**Regular Full Time:** An employee who works an average 30-40-hour workweek on a regularly-scheduled basis.

**Regular Part Time:** An employee who works an average of less than 30 hours a work week, either on a regularly-scheduled basis or on an irregular basis.

**Temporary:** An employee who is hired for a specific, limited purpose to work on a non-regular basis that is less than 12 months.

**Seasonal:** An employee who is hired for a specific, limited purpose for less than 6 months and generally beginning around the same time of the calendar year.

Every position is classified as either exempt or non-exempt. An **exempt** (salaried) position is usually of a managerial, administrative or professional nature, and is exempt from overtime calculation and payments. A **non-exempt** (hourly) position is usually of a clerical, technical, or service nature, and is eligible for overtime. Overtime pay is explained in the Pay Policy.

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#### NON-EXEMPT EMPLOYEE TIME AND PAY

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According to FLSA regulations, an employee classified as non-exempt (or paid hourly) is entitled to overtime pay and is usually of a clerical, technical, or service nature. Overtime shall include all time actually worked for CVCOG in excess of 40 hours in any workweek. Leave are not hours worked and are not counted when determining overtime.

According to the provisions of the FLSA, overtime hours are paid at one-and one-half times your base pay, or will be recorded as “comp time” (compensatory time). Comp time is time off, with pay, at a rate of one and one-half (1 ½) times the amount of overtime worked. CVCOG will work with supervisors and directors to determine whether to payout the overtime or to classify it as comp time. Overtime hours must be approved **in advance** by your supervisor. Unapproved overtime is not allowed. It is understood and agreed that all employees may be required to work additional time in excess of our normally scheduled hours based on operational or service need.

~~**Comp Time:** With the exception of emergency or extenuating circumstances, comp time must be used within the pay period earned or the next pay period. The maximum amount of unused comp time an employee shall be allowed to accrue will not exceed 40 hours. Accrued comp time should be used first by employees to cover absences from work for sick or vacation time. Once accrued comp time is exhausted, any remaining absence will be charged to sick leave or vacation, as appropriate. CVCOG shall have the right to require employees to use earned comp time at the convenience of their department or CVCOG.~~

~~CVCOG retains the right to “buy back” all or part of an employee’s unused comp time by paying the employee for that time at the employee’s current overtime rate of one and one-half the employee’s regular hourly rate of pay. This “buy back” will be used to return an employee’s comp time accrual below the maximum of 40 hours; whenever CVCOG management deems it in the best interest of CVCOG; or as required by the FLSA, upon termination of the employee.~~

~~**Meal Breaks:** You are not allowed to be working during your meal time. Make sure you are away from your work area and not working while eating your meal. Due to the nature of their jobs, most Head Start employees do not receive a separate lunch break, such as CVT drivers and Head Start staff who as their job entails eating with the children. The pay of CVT and Head Start employees makes provisions for their meal breaks. Specific information regarding CVT and Head Start pay policies are located in their respective addendum or handbook.~~

All records for payments of wages are important documents. You will be asked to complete certain paperwork involving your pay: We expect accurate and timely completion of this paperwork to help us maintain payroll records that are required by law. Your help and compliance are appreciated.

CVCOG is an equal pay employer. CVCOG does not discriminate in amounts of pay, or in the application of our pay policies, based on a person's protected status such as race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, genetic information, sexual orientation, gender identity, or any other protected group status.

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#### EXEMPT EMPLOYEE PAY

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An exempt (or salaried) position is exempt from overtime pay provisions and is usually of a managerial, administrative or professional nature. In accordance with Fair Labor Standards Act regulations, exempt employees who are paid on a

salaried basis may not have their pay reduced for variations in the quantity or quality of work performed. CVCOG follows the following regulations when processing payroll.

Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any workweek in which they perform NO work at all for the organization.

Deductions from pay cannot be made as a result of absences due to the circumstances listed below. These improper pay deductions are specifically prohibited by CVCOG, regardless of the circumstances. Managers or supervisors violating this policy will be subject to investigation of their pay practices and appropriate corrective action will be taken.

- Jury duty (Please note: documentation will be required)
- Attendance as a witness in a court of law or other legal hearing (Please note: documentation will be required)
- Temporary military leave (Please note: documentation will be required)
- Absences caused by CVCOG
- Absences caused by the operating requirements of CVCOG
- Partial-day amounts other than those specifically discussed below

The few exceptions to the requirement to pay exempt employees on a salaried basis are listed below. In these cases, deductions may be permissible as long as they are consistent with other CVCOG policies and practices:

- Absences of one or more full days, for personal reasons other than sickness or disability, such as leave of absence without pay (partial days must be paid)
- Absences of one or more full days due to sickness or disability
- Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week. However, no payroll deductions can be made for failure to work for these reasons
- Penalties imposed by infractions of safety rules of major significance
- Unpaid disciplinary suspensions of one or more full days in accordance with CVCOG'S disciplinary policies
- Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances
- Deductions for unpaid taken in accordance with a legitimate absence under the Family and Medical Leave Act

In order to comply with federal, State, local, and awarding agency requirements, CVCOG employees classified as exempt will meet the following requirements:

- Exempt employees are paid using a "daily rate" basis determined by an employee's annual salary
- Exempt employees are required to complete personnel activity reports (time sheets) that document worked hours in order to submit charges to Federal or State awards

These personnel activity reports, as per the Uniform Grant Management Standards, will meet the following standards:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Coincide with each pay period
- Be signed by the employee and the supervisory official having firsthand knowledge of the work performed by the employee
- Budget estimates and other distribution percentages determined before the services are performed to do not qualify as support for charges to Federal or State awards
- Salaries and wages of employees used in meeting cost sharing or matching requirements of Federal or State awards will be supported in the same manner as those claimed as allowable costs under Federal or State awards

Employees must account for a minimum of 8 hours a day or 40 hours per work week total activity. Any available accrued leave must be applied if the 8-hour day or 40-hour week is not met. CVCOG will always follow DOL regulations in determining if an exempt employee's pay needs to be adjusted based on full days or weeks with no worked hours.

Applying or exhausting leave balances will occur before deductions are considered for employees who miss full days or weeks.

In times of federally declared natural disasters, federal agencies such as the Federal Emergency Management Agency (FEMA) allow for salaried exempt employees who are performing job duties which are out of the scope of their regular job descriptions to be compensated for time in excess of their normal work hours. CVCOG will allow for these expenses as well, to the extent that agencies such as FEMA reimburses the expenses, and all time will be tracked separate and apart from normal timesheets.

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### PROCESS FOR COMPLAINTS REGARDING PAY

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If you believe that your pay has been reduced improperly, please contact your supervisor or the Payroll Department immediately to request an investigation. You will be asked to specify, in writing, the circumstances of the pay deduction, and whether it has occurred on other occasions. We will review pay records and interview the supervisor or manager, and payroll representatives handling the payroll to determine if the allegation is correct. If the deduction was in fact improper, you will be reimbursed as promptly as possible (but in no case longer than one pay period from the identification of the problem).

The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of CVCOG. If warranted, the responsible person(s) will be held accountable for the error(s), consistent with CVCOG disciplinary policy. The resolution of the situation will be documented (including your confirmation that the situation has been resolved) and kept with your payroll records.

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### RECORDING OF WORK AND NON-WORK TIME

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You will be shown how to record your work time accurately. CVCOG uses different methods for accurately recording time worked throughout the various programs. Depending on where you work, you may be required to accurately record your actual time worked by one of the following methods: time clock, electronic time sheet on a computer or tablet. In some areas, exempt employees may also be required to record their actual work time.

It is very important that you record your time in and out as shown to you. Your pay is based on the hours you work. We are required by law to maintain accurate records of when you work. Should a mistake occur when using any of our time recording methods, let your ~~immediate~~ supervisor know about it immediately, and submit the proper electronic documentation.

Time worked and/or not worked must be recorded accurately and legally. Non-exempt employees should not be checking, sending or responding to emails, or performing other work duties outside of their regularly scheduled work week. Circumstances in which an hourly employee must check, send, or respond to work emails, or perform other duties will do so only at the request or approval of their immediate supervisor. In the event an employee needs to take such action, the employee is responsible for recording this time in TRS in 15-minute increments.

Employees who fall under the punch system must clock in and out at the beginning and end of every shift. Lunch breaks also require a punch in and punch out. Punch errors should be non-existent or very limited and will be required to have a valid reason for supervisor approval. Excessive punch errors may result in disciplinary action.

Also, please remember that once you are clocked in you are to be productive. Supervisors are free to use discretion in disciplinary actions when employees have various, albeit repeated, offenses to the timekeeping policy or procedure.

Failure to report time accurately, knowingly reporting incorrect time worked, or punching in for another employee is a violation of CVCOG's Falsification or Records/Facts Policy. Any questions about whether your time is being accurately

recorded and reported for pay purposes should be directed immediately to your supervisor, Department Director, or payroll/finance staff.

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### INCENTIVE PAY

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When appropriate, and when budgets allow, Department Directors may provide incentive compensation to CVCOG employees based on cost reduction, efficient performance, suggestion awards, safety awards or program improvement plans, per 2CFR Part 200.430. All incentives must be determined then approved by the Executive Director. Employees will receive details prior to the distribution of said incentive compensation and provide written acknowledgment of receipt of incentive requirements.

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### BAD WEATHER AND UNEXPECTED OR EXTRAORDINARY CIRCUMSTANCES POLICY

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In the event of a time of crisis, such as a natural disaster, pandemic, or any other socially disruptive event, the Executive Director has the authority to enact Unexpected or Extraordinary Circumstances (UEC) conditions. During UEC conditions, the Executive Director is authorized to issue UEC leave in accordance with local, state, and federal laws and requirements.

In the event of closures or reduced staff during UEC conditions, all employees should remain available in the event they must report to work and/or work from home. UEC leave will not be given to employees that are not scheduled to work at times when UEC is authorized. During UEC conditions, the following positions are deemed essential core functions:

- Board Executive Leadership
- Executive Director
- Finance (selected employees)
- Human Resources (selected employees)
- Information Technology
- Maintenance/ Facility staff
- Program Directors
- Other staff as required based on operational need



## BENEFITS

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CVCOG offers a variety of mandated benefits in addition to many elective benefits. CVCOG follows all current Affordable Care Act (ACA) regulations on the benefits CVCOG offers to its employees. Benefits, the laws and regulations that impact benefits administration and the desirability of specific benefits change from time to time. It is important to remember that all of the following benefits are subject to change, modification, amendment or elimination. Benefit costs will vary year to year. Specific employer and employee costs can be located in the benefit manual provided to employees every year during open enrollment.

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### ELIGIBILITY CRITERIA

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Full time CVCOG employees, per ACA regulations, are eligible for medical, dental, vision, MASA, and life insurance coverage on the 1<sup>st</sup> of the month immediately following 60 days of employment. All coverage is optional to the eligible employee, and acceptance or request for coverage has no bearing on future employment status, promotions, pay, or termination decisions.

CVCOG follows ACA requirements on determining classification of employees regarding full time or part time status. Part time employees are not eligible for medical, dental, vision, or life insurance. If in question, CVCOG uses the ACA approved look back method of 12 months to determine if an employee meets full time status requirements which would make the employee eligible for coverage.

CVCOG also offers a Pension and 457 plans that do not require the same 60 day waiting period mentioned above. *See Deferred Compensation section for more information.*

Deductions for benefits will occur on a semi-monthly schedule beginning the first check of the month an employee is eligible. Employees will need to register for benefits with HR prior to the month an employee is eligible. Only benefit deductions that have been selected and approved by the employee will be deducted from their semi-monthly pay checks.

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### LEAVE

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All time off (other than FMLA leave) taken by CVCOG employees must be submitted electronically for supervisor approval via TRS. Supervisors and Department Directors are responsible for keeping track of time off requests from their employees to ensure proper department coverage. Leave requests can be made up to one year in advance. Employees are responsible for ensuring they have adequate leave accrued to accommodate their requests.

Employees will not be allowed to use leave when they are out for an extended period, and are receiving long-term disability income.

Employees who work 40 hours within the workweek, or more, will not enter leave time & this will be treated similar to flex time. *Example: If an employee out on ~~vacation~~ leave for 8 hours on Monday and makes up these 8 hours on Saturday, the employee would not enter 8 hours of ~~vacation~~ leave on that Monday. Actual hours worked will be entered on the days worked.*

Note: Head Start Administrative Staff will follow CVCOG's Leave Policies and Procedures.

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## VACATION PAID TIME OFF LEAVE (PTO)

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You become eligible to use vacation leave when you complete 180 days of service. Vacation leave will not be paid to any employee upon separation during the 180-day waiting period. After completion of the 180-day waiting period, vacation leave accrued will be credited to a regular full time employee's vacation leave time account on the first available pay period immediately following the 180-day waiting period.

All eligible employees earn vacation leave on all regular time (overtime hours are not used to calculate leave) as follows:

<u>Length of Service</u>	<u>Vacation Leave Earned</u>
1-2 years:	3.847% per hour worked (approx. 10 days per year)
3-9 years:	5.770% per hour worked (approx. 15 days per year)
10 years or longer:	6.920% per hour worked (approx. 18 days per year)

**NOTE:** Part time, Temporary, and Seasonal employees do not accrue vacation leave time.

**NOTE:** Due to the nature of their jobs, Head Start employees should refer to the Head Start Personnel Policies Addendum for more information regarding vacation leave guidelines.

You are encouraged to use your accrued vacation leave each year as it is earned. You may take earned vacation leave in increments of 15 minutes.

Site Supervisors, Family Service Workers, Teachers, Teacher Assistants, Cooks, Custodians, and receptionists will receive the following:

### **Head Start**

Head Start employees will receive 56 hours of PTO leave every year on June 1<sup>st</sup>. This leave is accessible until the end of the grant year on May 31<sup>st</sup>. Any unused leave does NOT roll over and will be cleared. Then a new pool of leave will be issued on the following June 1<sup>st</sup>.

Employees that are not employed on June will receive pro-rated rates. Head Start employees will receive rates based on how many pay periods are left in the grant year. The Head Start Director will determine these hours prior to the start of the fiscal year and disseminate this information to their employees. **Each pay period is worth 2.3 hours of leave.** (Example: employees hired January 3<sup>rd</sup> start their count on the first pay date they receive a check (January 31<sup>st</sup> in this example) and count the remaining pay periods through May. This would be 9, therefore the employee would receive a pro-rated leave balance of 21 hours.

### **Early Head Start**

Early Head Start will receive 64 hours of PTO leave every year on June 1<sup>st</sup>. This leave is accessible until the end of the grant year on May 31<sup>st</sup>. Any unused leave does NOT roll over and will be cleared. Then a new pool of leave will be issued on the following June 1<sup>st</sup>.

Employees that are not employed on June will receive pro-rated rates. Early Head Start employees will receive rates based on how many pay periods are left in the grant year. The Head Start Director will determine these hours prior to the start of the fiscal year and disseminate this information to their employees.

Head Start and Early Head Start Leave guidelines:

- No pay shall be received for unused PTO during employment and/or resignation or termination of employment.
- Leave without pay will NOT be authorized until all PTO has been exhausted and has Director approval.

- Once a leave pool is exhausted, employees will be placed on Leave Without Pay (LWOP) at the discretion and upon approval from the Site Supervisor and Department Director.
- An employee that terminates voluntarily or involuntarily, within 6 months of the beginning of the grant year, ~~AND that has exhausted all PTO~~, will be required to pay back the used leave at the same pro-rated amount used for new hires of 2.3 hours (for Head Start) or 2.6 hours (for Early Head Start) ~~per~~ for each remaining pay period. (CVCOG will comply with all DOL and Texas Payday Laws)
- Once an employee has exhausted their leave pool, after 5 days, or 40 hours, of LWOP, an employee will be charged with an unexcused absence.
  - o If an employee has been absent for three consecutive or non-consecutive days, with or without notification, CVCOG has the right to process a termination of that employee, effective the date of the first absence. Any such termination is considered voluntary and an abandonment of the job.
  - o Leave will not be authorized to instructional staff during in-service days unless approved by the Head Start Director.
  - o Please see the full EHS/HS calendar for a list of all blackout days.

***\*Please remember that non-compliance with our attendance expectations has a direct impact on other members of our team and on the children and families we serve.***

Employees should request all leave through TRS and notify their Site Supervisor immediately in order to ensure proper classroom coverage. A request for leave is not a guarantee of approval and is subject to review by the Site Supervisor, Director, HR, and Executive Director.

You are encouraged to **schedule your ~~vacations~~ PTO and request ~~vacation~~ PTO leave well in advance.** ~~Vacation~~ Leave scheduling must accommodate CVCOG'S work schedules. If there is a conflict in vacation schedules involving two or more employees, employees are granted their preference on a "first come, first served" basis. If two requests are received at approximately the same time and cover the same requested vacation period, the employees will be granted their preference at the discretion of the Department Director. If the desired leave schedules conflict with CVCOG requirements, CVCOG'S requirements will be given first consideration.

**Medical Statement:** **PTO** lasting three (3) full days or longer may require you to furnish written verification by a physician of the existence of a medical condition which prevents you from reporting for work, or allows you to return to work. Your failure to provide such verification when requested may be considered a policy violation.

If an employee is out, ~~on sick leave~~, either consecutively or individually, for three (3) or more full days within a calendar month, written verification by a physician of the existence of a medical condition which prevents you from reporting for work or allows you to return to work may be required.

**Chronic Conditions/FMLA:** Any employee requiring **leave that lasts** two (2) weeks or longer ~~of sick leave~~ will be required to apply for and use FMLA. If an employee has a chronic condition that requires them to be out for several days of the year, they may be required to provide documentation for absences. Please see HR for more information.

**Exhaustion of PTO:** If you have exhausted your **PTO** leave, ~~earned sick leave benefits~~, you will be required to use ~~accumulated vacation leave or may request~~ LWOP. No advance of unearned ~~sick~~ **PTO** leave benefits will be made for any reason. ~~No pay shall be received for accrued and unused sick leave during employment.~~

~~**Illness While on Vacation Leave:** If illness or physical incapacity occurs during your vacation leave, accrued sick leave may be granted to cover the period of illness or incapacity and the charge against vacation leave reduced accordingly. Application for such substitution must be supported by a medical certificate or other acceptable evidence if requested.~~

If you submit a request for leave and an event occurs that prevents you from taking your requested leave, notify your supervisor within 48 hours of requested leave date so they may make suitable arrangements in regards to staffing and coverage.

~~**Vacation Leave Carryover:** Unused vacation leave can be carried over to the next fiscal year. The maximum allowable accumulation of unused vacation leave is the number of hours which you would accumulate in 1 full year at your current accrual rate. Employees with 1-2 years of service will have an 80-hour maximum carryover. Employees with 3-9 years of service will have a 120-hour maximum carryover. Employees with 10 years or higher will have a 144-hour maximum carry over. Each September 30, any vacation leave balance in excess of the maximum is cleared and reduced down to the maximum allowed carryover amount.~~

*\*Leave pools, amounts, and carry over rules are subject to budget restrictions and may be modified in the event funding in a new grant year cannot accommodate the current PTO policy.*

~~Upon departure from the service of CVCOG, unused vacation leave is forfeited when an employee is involuntarily terminated. Employees who are laid off for economic reasons, or who supply an adequate two week notice, will be paid for accrued but unused vacation leave. The rate of pay will be determined by your salary rate in effect at the time of separation.~~

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## HOLIDAYS

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Head Start employees will have approximately 18-22 Holidays a year. This time includes winter break, spring break and other miscellaneous holidays throughout the school year and will vary from site to site and from year to year. Please see the calendar issued by the ERSEA Manager or visit with your Site Supervisor regarding holidays specific to your site.

*\*Holidays are subject to change based on operation need or local closures, weather events and other miscellaneous world events that may cause changes to the school year calendar.*

### **Summer Vacation:**

**Head Start** employees will have approximately 2-5 weeks of summer vacation. This varies by site and is dependent on program calendars as well as start and end dates of the current and next school year. Summer vacation will vary from year to year.

**Early Head Start** employees will have approximately 2 weeks. May vary by site and is dependent on program calendars as well as start and end dates of the current and next school year. Summer vacation will vary from year to year.

~~Paid holidays are established by the Executive Committee. The following are normally observed as paid holidays for our employees:~~

- ~~\_\_\_\_\_ New Year's Day~~
- ~~\_\_\_\_\_ President's Day~~
- ~~\_\_\_\_\_ MLK Day~~
- ~~\_\_\_\_\_ Good Friday~~
- ~~\_\_\_\_\_ Memorial Day~~
- ~~\_\_\_\_\_ Juneteenth~~
- ~~\_\_\_\_\_ Independence Day~~
- ~~\_\_\_\_\_ Labor Day~~
- ~~\_\_\_\_\_ Veteran's Day~~
- ~~\_\_\_\_\_ Thanksgiving Day and the Friday following Thanksgiving~~

~~Christmas Week (depending on the days of the week Christmas and Christmas Eve fall, the Executive Director will assign 3-5 holidays to employees. This may include closing COG offices for no more than one week.)~~

Full time employees will receive 8 hours on an established holiday. Part time employees will receive a set number of hours established for their entire department **and may vary depending on the position**. These hours are determined by the Department Director and ~~specific to each department~~ **are** based on normally scheduled hours for that day in which the established holiday falls. ~~Each~~ **The Department** Director will determine these hours prior to the start of the fiscal year and disseminate this information to their employees. If an official holiday falls within your scheduled vacation, you will be granted the holiday and not charged for a day of vacation.

**See below for additional information regarding holidays:**

- An employee who is absent without approval on the workday immediately preceding or following a holiday will not be paid for the holiday
- Whenever an approved holiday falls on a Saturday or Sunday, it will be observed on the Friday preceding or the Monday following, as determined by the Executive Director
- Employees who work on a holiday will only get paid for the number of hours worked unless the time worked does not meet the number of holiday hours they would have received, if not working. (Example: If a full-time employee works 6 hours, they will only be given 2 hours of holiday pay)
- Non-exempt employees get paid time and a half for worked hours on a holiday; employees must have approval from their supervisor to work on a holiday
- Whenever an approved holiday falls on a day in which the employee is normally scheduled be off, the employee will not be paid for the holiday
- Seasonal or Temporary employees will not be paid for the holiday
- Employees on approved FMLA will be paid for the holiday
- Employees on Worker's Compensation Leave will not be paid for the holiday

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## SICK LEAVE

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~~You become eligible to use sick leave when you complete 180 days of service. Sick leave will not be paid to any employee upon separation during or before the 180 day waiting period. After completion of the 180 day waiting period, sick leave accrued will be credited to a regular full-time employee's sick leave time account on the first available pay period immediately following the 180 waiting period.~~

~~All eligible employees earn sick leave on all regular time (overtime hours are not used to calculate leave) as follows:~~

~~4.615% per hour worked (approx. 12 days a year for full time employees)~~

~~**NOTE:** Part time, Temporary, and Seasonal employees do not accrue sick leave time.~~

~~**NOTE:** Due to the nature of their jobs, Head Start employees are not eligible for sick leave, and should refer to the Head Start Personnel Policies Addendum for more information regarding leave.~~

~~You may use accrued sick leave if you are absent from work due to:~~

- ~~Personal illness or physical or mental incapacity;~~
- ~~Medical, dental, or optical examinations or treatments; or~~
  - ~~Actual travel time to and from qualified appointments~~
- ~~Medical quarantine resulting from exposure to a contagious disease;~~
- ~~Illness, examination, treatment or quarantine of a member of your immediate family who requires your personal care and attention. For this purpose, immediate family is defined as:~~

- spouse
- child(ren)
- parents
- siblings
- or anyone who permanently resides in your household

~~No advance of unearned sick leave benefits will be made for any reason. Sick leave may be carried over from one fiscal year to the next. However, no employee may carry forward more than 480 hours at the end of a fiscal year.~~

~~**Notification Requirements:** You must obtain approval from your supervisor and Department Director at least three days in advance for sick leave for non-emergency medical, dental, or optical appointments. For all other use of sick leave, unless emergency conditions exist, you must communicate with your supervisor and/or Department Director DIRECTLY not less than 30 minutes before you are scheduled to begin work. Some departments, such as Head Start and CVT, may require earlier advance notification. You must also call your supervisor and/or Department Director on each subsequent day you will be out on sick leave unless other arrangements are made. You should speak directly with your supervisor or Department Director whenever possible. Failure to provide the required notice may result in your being placed on leave without pay (LWOP) status and may be considered a policy violation. You are expected to return to work as soon as the circumstances of your sick leave have been resolved.~~

~~**Medical Statement:** Sick Leave lasting three (3) full days or longer may require you to furnish written verification by a physician of the existence of a medical condition which prevents you from reporting for work, or allows you to return to work. Your failure to provide such verification when requested may be considered a policy violation.~~

~~If an employee is out on sick leave, either consecutively or individually, for three (3) or more full days within a calendar month, written verification by a physician of the existence of a medical condition which prevents you from reporting for work or allows you to return to work may be required.~~

~~**Chronic Conditions/FMLA:** Any employee requiring two (2) weeks or longer of sick leave will be required to apply for and use FMLA. If an employee has a chronic condition that requires them to be out for several days of the year, they may be required to provide documentation for absences. Please see HR for more information.~~

~~**Exhaustion of Sick Leave:** If you have exhausted your earned sick leave benefits, you will be required to use accumulated vacation leave or may request LWOP. No advance of unearned sick leave benefits will be made for any reason. No pay shall be received for accrued and unused sick leave during employment.~~

~~**Illness While on Vacation Leave:** If illness or physical incapacity occurs during your vacation leave, accrued sick leave may be granted to cover the period of illness or incapacity and the charge against vacation leave reduced accordingly. Application for such substitution must be supported by a medical certificate or other acceptable evidence if requested.~~

~~**Cancellation Upon Termination:** Accrued and unused sick leave is forfeited upon termination of employment without compensation.~~

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## FAMILY AND MEDICAL LEAVE ACT

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The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 weeks (or 480 hours) of unpaid leave in the event of a serious health condition affecting the employee or the employee's immediate family (defined as a spouse, children, or parents), or for the birth or adoption of a child. CVCOG tracks all FMLA on a rolling year. A rolling year is defined as a 12-month period measured backward from the date the employee takes FMLA leave. The leave may be taken in one consecutive period of time, intermittently, or via reduced schedule, as needed.

All FMLA requests will go to HR immediately. From date of notification, CVCOG has 7 days to provide employee with proper paperwork. The employee then has 15 days from receipt of paperwork to return to HR in order to receive a designation notice to inform the employee if the leave was approved.

Eligible employees must:

- have worked for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months;
- And have worked where at least 50 employees are employed by the employer within 75 miles.

"Key" employees, defined as a "highly compensated employee" may be affected by other stipulations in the Family and Medical Leave Act, which will be addressed as the situations arise.

Unless an emergency situation occurs, you are required to inform CVCOG at least thirty (30) days in advance of your intended leave date. We will need to discuss continuation of your health and/or dental insurance benefits during your absence. CVCOG will continue to pay for the employer portion of your benefits. You will be responsible for the employee portion of insurance premiums while on leave regardless if your FMLA is covered by accrued vacation or sick leave. This includes but is not limited to medical, dental, vision, and life insurance. Please contact the Payroll Department to make payment arrangements. Failure to do so could result in cancellation of insurance.

As allowed under FMLA, employees are required to use their ~~accumulated sick and vacation~~ PTO leave concurrently with their FMLA leave. Employees that have exhausted their ~~accrued~~ leave or do not have a sufficient amount of leave accrued to cover approved FMLA time off, will be on LWOP but will still be covered under FMLA regulations.

Upon return to work, CVCOG will attempt to place you in the same or equivalent job you had when your leave began. Medical release documentation will be required, informing CVCOG that you are clear to return to work. If a doctor provides a release of "light duty," CVCOG will accommodate this request if such a position or work is available. CVCOG will not create a special position or role to accommodate "light duty." If "light duty" is not available, an employee will not be able to return to work until a full medical release is obtained. Each department has different levels of physicality; therefore, each "light duty" request will be determined based on position and department need.

An employee that has exhausted their 12 weeks (or 480 hours) of FMLA, and still has not returned to work, will be placed on a Leave of Absence (LOA). This LOA will not exceed 30 days beyond the exhaustion of FMLA. If the employee is still not able to return to work at the end of their FMLA, and LOA, CVCOG will move forward with a termination. The termination will be effective on the last day of the month after the employee has exhausted FMLA and the Leave of Absence.

In accordance with provisions of the National Defense Authorization Act and its amendments to the requirements of the Family and Medical Leave Act and the Americans with Disabilities Act, FMLA may be extended for up to 26 workweeks of unpaid leave, during a single 12-month period, for qualifying emergencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty in the Armed Forces or for employees who are caregivers for a spouse, son, daughter, parent, or next of kin of who is a seriously injured service member. Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than military caregiver leave. *For example, if an employee uses 10 weeks of FMLA leave for his or her own serious health condition during the single 12-month period, the employee has up to 16 weeks of FMLA leave left for military caregiver leave.*

**PLEASE CONTACT HR WITH ANY QUESTIONS OR AS SOON AS YOU BELIEVE YOU MAY HAVE FMLA ELIGIBLE LEAVE.**

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#### **BEREAVEMENT/ EMERGENCY LEAVE**

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**CVCOG will allow all full-time employees up to 40 hours of paid Bereavement or Emergency leave per fiscal year.**

~~Employees may not take more than three (3) consecutive days of Bereavement per occurrence, unless approved by your Department Director or Executive Director. CVCOG will try to accommodate and approve all requests, however, there is no guarantee of approval, nor should a request for Bereavement Leave come with the expectation of approval. Bereavement leave in excess of the five days per calendar year will be accommodated by vacation leave.~~

~~Emergency Leave is STRICTLY for emergency purposes and is only available for use, when all other leave has been depleted. The length of time granted for Emergency Leave must be approved by your Department Director and the Executive Director and will be dependent upon the circumstances. Emergency Leave will not be granted as an alternative when an employee has exhausted all other leave options. The event must be deemed a true emergency, by the Executive Director, who has sole discretion.~~

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### ~~MILITARY LEAVE~~

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~~CVCOG encourages members of the National Guard and military reservists to fulfill their training requirements and obligations upon assignment for duty. CVCOG adheres to the provisions allowing fulfillment of those obligations. (Members of the National Guard and military reservists will be required to use available vacation leave time while training or on duty.)~~

~~If you are required to be away for military duty, please let us know of your intention to return to work, based on the following:~~

- ~~• If you will be away for 1-30 days, you should return to work on your next regularly scheduled workday;~~
- ~~• If you will be away for 31-180 days, please let us know within 14 days;~~
- ~~• If you will be away for more than 180 days, we require notification of your intent to return to work within 90 days of finishing your service commitment.~~

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### ~~LEAVE OF ABSENCE~~

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~~The Executive Director may grant additional time off without pay to regular full-time employees. This leave is only to be used when no other leave is appropriate, an employee does not qualify for FMLA, or FMLA has been exhausted (See *FMLA section for more information*). The length of time granted as Leave of Absence must be approved by your Department Director and the Executive Director in advance and will depend on the circumstances.~~

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### ~~WELLNESS~~

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~~In accordance with State law, employers are permitted to allow each employee 30 minutes during normal working hours to exercise three times a week. If you would like to participate, please discuss this with your supervisor. Some programs may require you to submit a Wellness Request. Your request to participate must be approved by your supervisor and the Executive Director. The following criteria are to be followed~~

- ~~• You must be in good standing, and not be on probation or suspension~~
- ~~• This privilege can be revoked at any time~~
- ~~• Time MUST be broken up into 3 days, and not all 90 minutes can be used at once~~
- ~~• Participation is dependent upon approval from each Department Director. Due to operational needs, funding requirements, or staff availability some departments may not be able to allow participation~~
- ~~• Abuse or misuse of this program will be grounds for loss of privilege~~

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### ~~JURY DUTY~~

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~~CVCOG supports you in your civic duty of fulfilling your obligations to our community.~~ If you receive notice of jury duty, you will be allowed time off from work to do so. However, if you should not actually be serving jury duty, you are to



report back to work. Please notify your supervisor immediately upon receiving a summons. ~~Exempt and Non-Exempt employees will have their pay continue for the duration of their service and~~ Employees will be given the option to use available PTO or may request LWOP so as not to use PTO but it must be approved by the Head Start Director. ~~we~~ CVCOG will allow you to keep any pay you may receive for jury duty but you will need to provide your Department Director proof of your jury duty requirement.

Should you be required to serve longer than a week, you need to talk with us about your job duties and work coverage. CVCOG may need to adjust the schedule and duties of the affected department to be sure that our clients are well-served and our workflow continues productively.

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## VOTING RIGHTS

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We all have the opportunity to vote in elections to register our preference for candidates and other issues. Ordinarily, voting polls are open early enough and stay open late enough to allow us to vote. Additionally, early voting with absentee status is also an option. ~~However, if our hours of operation cause a problem with your access to voting, please bring this to CVCOG's attention immediately so that we can work out a solution to the problem.~~

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## SOCIAL SECURITY

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CVCOG participates in the Texas County and District Retirement System (TCDRS) in lieu of participating in the Social Security System. However, seasonal and temporary employees do not qualify to participate in the TCDRS System. Therefore, those categories of employees participate in Social Security. Your status will be relayed to you at your employee orientation. Also, employees who were hired on or after March 1, 1986 are required by Federal law to be covered by the Medicare tax.

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## TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM

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CVCOG is very proud to be a member of the Texas County and District Retirement System (TCDRS). The TCDRS system is a Statewide system created in 1967; it has more than 830 participating counties and districts.

A requirement of our TCDRS membership is that all eligible employees enroll immediately into the TCDRS Plan at the organization's elected rate. There is no waiting period for TCDRS and deductions begin on the 1<sup>st</sup> pay check. Employees do not have an option to opt out of the TCDRS Plan, as all employees are required to contribute to the TCDRS Plan; a stipulation of CVCOG's membership.

Regular full time and part time employees contribute 7% of their respective compensation. Temporary or seasonal employees do not qualify to participate in TCDRS therefore they participate in Social Security. CVCOG currently matches that amount at a rate of 250%, after vestment. However, it is important to note that one or both of these percentage rates may be changed in the future. Under the TCDRS rules, employees may not contribute more than the established rate.

CVCOG adopted the 10-year vesting with 3 retirement qualifications.

- Age 60 (with vesting) – employee must be 60 years of age and have 10 years of service
- Rule of 80- service years plus age equals or exceeds 80
- At any age- 30 years of service any age

For more information, please contact HR or visit the "Member Benefits Guide" available to all employees at [www.tcdrs.org](http://www.tcdrs.org).

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## DEFERRED COMPENSATION

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In addition to our TCDRS Pension Plan, CVCOG provides an optional 457 plan, also known as a deferred compensation plan for its employees. There is no waiting period for the 457 plans, and full-time employees may elect to begin deductions at the time of their choosing. Employees may elect to have a portion of their salaries deferred (not to exceed limits set by Federal law) and placed in one of several investment accounts offered by the trustee. Voluntary contributions to the plan are withheld from employees' paychecks and deposited with the trustee by CVCOG. Participants direct the investment of funds in their accounts and receive periodic statements from the trustee. For information on enrollment, contact HR.

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## HEALTH SERVICES

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If you become ill at work, or somehow injure yourself while at work, CVCOG must know about it so we can help you. CVCOG will be glad to assist you in getting proper medical attention. Contact your supervisor, Department Director or, if they are unavailable, HR, immediately and notify them of any illness or injury that happens at work.

CVCOG may be required by law to maintain a record of your illness/injury on the job. It is important for us to help you and, at the same time, to document the facts involved in your illness or injury. These records will be maintained confidentially in a file separate from your personnel file.

CVCOG encourages employees to return to work as soon as they are able to do so. An employee returning to work may be required to submit a physician's release to return to work. As determined by the Executive Director, at CVCOG's expense, an employee may be required to submit to examination by an independent physician.

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## WORKERS' COMPENSATION INSURANCE

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Employees of CVCOG are covered by workers' compensation. This insurance provides medical expense and salary continuation coverage to employees who receive a bona fide, on-the-job, work-related injury or illness. It is required that you notify CVCOG immediately upon receiving a work-related injury to ensure you are properly taken care of and that proper procedures are followed.

Coordinating with HR is important because CVCOG'S Worker's Compensation Insurance Company maintains a list of eligible health care providers that must be used by employees in non-emergency situations. They also provide prescription services for any medicine that must be purchased for a work-related injury or illness.

If you should get injured while conducting business for CVCOG, whether on or off premise, immediately notify your supervisor and obtain a 1<sup>st</sup> Report of Injury Form. (If it is an emergency, seek medical treatment immediately.) Once you have filled out the 1<sup>st</sup> Report of Injury, you may choose to go and visit one of the approved physicians. If you feel your injury does not require a physician visit, you are not required, but must return to work. If you go to a physician, they will provide you with information regarding being able to return to work, or having to take time off. Whichever is the case, you must provide documentation to either return to work or be out.

If you must miss work due to a work-related injury, our insurance provider, TML, will be in contact with you and let you know what steps to take next. Worker's Compensation Insurance may provide Temporary Income Benefits (TIBs) to an employee who misses ~~more than~~ eight (8) or more work days due to a work-related injury. In the interim, an employee will use accumulated ~~sick~~ PTO leave, ~~vacation leave~~ or take LWOP; once the employee meets the 8-day threshold and begins TIB, they will not be allowed or required to utilize any ~~accrued~~ leave.

Employees out for 2 weeks or longer due to a Worker's Compensation Injury will be required to apply for and use FMLA. All FMLA requirements must be met during this time, including paying employee's paying their portion of insurance premiums and updating HR every two weeks.

We will need to discuss continuation of your health and/or dental insurance benefits during your absence. You will be responsible for your portion of insurance premiums while on leave. This includes but is not limited to medical, dental, vision, and life insurance. Please contact the Payroll Department to make payment arrangements. Failure to do so could result in cancellation of insurance.

Before returning to work, employees who have been out due to a work-related injury or illness will be required to provide a full release from their doctor. If a doctor provides a release of "light duty", CVCOG will accommodate this request if such a position or work is available. CVCOG will not create a special position or role to accommodate "light duty". If "light duty" is not available, an employee will not be able to return to work until a full medical release is obtained. Each department has different levels of physicality required; therefore, each "light duty" request will be determined based on position and department need.

At any time, you can contact the representative from TML or HR for more information.

Department of Insurance, Division of Worker's Compensation - Notice to Employees:

*You may elect to retain your common law right of action if, no later than five days after you begin employment or within five days after receiving written notice from the employer that the employer has obtained coverage, you notify your employer in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain worker's compensation income or medical benefits if you are injured.*

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#### CONTINUATION OF GROUP INSURANCE (COBRA)

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The Federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) allows certain individuals the option of continuing their group health and/or dental insurance coverage beyond the date on which it would otherwise end, normally at the termination of employment, at the individuals full expense, under specified conditions. An insurance certificate from CVCOG'S group insurance carrier is issued to every employee at the time of employment, which explains continuation of benefit options under CVCOG'S carrier at the time the employee is hired. Any revisions to group insurance coverage are outlined in subsequent insurance certificates distributed to each employee at the time the coverage revision is effective.

At termination, insurance carriers are notified which causes an automatic trigger to mail out COBRA information. In order to qualify for continued coverage, specific deadlines for application must be met, and full premiums must be paid in a timely manner by the employee and/or the applicable spouse or child.

Each covered employee is responsible for notifying CVCOG of any change in family status such as separation from employment, divorce, birth of a child, or a child becoming eligible or ineligible for dependent coverage. If the change causes the employee or a covered dependent to become ineligible for CVCOG-supplemented group insurance, CVCOG or its designee will provide an Insurance Coverage Continuation Form to be completed by the appropriate person(s).

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#### UNEMPLOYMENT INSURANCE

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Employees of the CVCOG are covered under the Texas Unemployment Compensation Insurance Program. This program provides payments for unemployed workers in certain circumstances. Texas Workforce Commission Unemployment Benefits Website will provide more information.

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## POLICIES

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### WORKING HOURS

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The official work week for CVCOG is a seven-day period beginning at 12:01 a.m. on Sunday morning and ending at midnight on the following Saturday. Generally, working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one hour for lunch (12:00p.m. to 1:00 p.m.), for a total of 40 hours per workweek. Due to the nature of their job requirements some CVCOG departments have varying work hours and lunch breaks. General working hours may also be affected by various employment positions and special events such as noon and/or evening meetings, training, conferences, holidays, etc.

Each employee is scheduled for definite hours of work, with the exception of temporary and seasonal employees. These will be communicated to you before your scheduled time of work. Adjustments to the general hours of operation may be made by your supervisor and/or the Department Director, in order to better serve member governments or the public.

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### FLEXIBLE WORK SCHEDULE

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~~In keeping with the modern work setting and, in an effort, to provide an environment most conducive toward productivity while also providing CVCOG employees the flexibility to balance life and work commitments, CVCOG has implemented the option of a “flex” schedule. The following factors set the parameters for the Flex Schedule Policy.~~

#### ~~Eligibility:~~

- ~~• Not all positions will be eligible for the flex schedule arrangement. This is not a critique of any particular position or person; rather it is the realization that the business of CVCOG must continue and, as such, some employees and their positions are not suited for a flex schedule arrangement. Your Department Director will notify you of the availability of this option.~~
- ~~• CVCOG’s requirement to provide service to our clients supersedes the flex schedule option. As such, the Department Director will determine if the flex schedule option is workable within their department.~~
- ~~• Each schedule is approved on a case by case basis and request for a flex schedule does not guarantee approval.~~
- ~~• While it is not required that flexible work schedules be uniformly available to all positions in a department, supervisors are responsible for ensuring the fair and equitable administration to eligible employees.~~

#### ~~Requesting a Flexible Work Schedule:~~

- ~~• If an employee wishes consideration for a flexible work schedule, he/she must submit the request in writing to the supervisor, using the Flexible Work Schedule Request Form. The supervisor will review the request and advise the employee of final determination.~~
- ~~• All original Flexible Work Schedule requests must be submitted to the HR Director for review. Final approval will be provided by the Executive Director.~~
- ~~• Forms are available from the CVCOG team site and from your supervisor/director.~~

#### ~~Guidelines:~~

- ~~• Adequate supervisory contact and/or employee accountability must be maintained.~~

- ~~No work schedule shall be implemented that results in a full-time employee working less than 40 hours during the work week or does not provide the employee with at least a 30-minute unpaid meal break each day.~~
- ~~Flexible work schedules must be agreed to in advance by the supervisor and the employee, must be in writing and must remain in effect until the written agreement is amended or terminates.~~
- ~~During weeks where the employee is scheduled for travel and/or training for one or more days during a pay period, it is recommended that the flexible work schedule be suspended and that participants revert to a traditional eight-hour schedule. However, if the travel or training is for a short duration, the schedule can be altered to change the non-work day for that pay period. Advance notice of the change in work schedule is not required under this situation.~~
- ~~The flex schedule arrangement DOES NOT supersede, supplant, replace, alter or change any of the other policies currently required by law or policy. For example, you will still be required to submit timesheets, you will still report time accurately, accrue no unauthorized overtime, also FMLA, ADA, FLSA etc. laws must still be adhered to.~~
- ~~During weeks where there is a CVCOG approved holiday, the flexible schedule will be suspended and the employee will revert to a traditional eight-hour schedule.~~
- ~~The policy is for a “flex” schedule and NOT a “floating” schedule. In other words, whatever schedule you and your Department Director arrange will be set. The schedule may not be altered by you to adapt to a week-by-week issue. As an example, you are on a Monday thru Thursday, 10-hour schedule but you get sick on Tuesday, the employee is not allowed to arbitrarily switch their schedule and substitute Friday for the Tuesday in an effort to save their sick time, unless prior Department Director approval has been obtained.~~
- ~~Sick/Vacation/Bereavement Leave taken during a flex schedule work day will be taken at a rate equivalent to the flex schedule work day. As an example, an employee on a Monday thru Thursday, 10-hour schedule gets sick one of those days, that employee has to take 10 hours of sick leave.~~
- ~~The CVCOG reserves the right to suspend, cancel or amend the Flexible Work Schedule Policy at any time. Supervisors have the right to cancel or suspend use of flexible work schedules at any time and to return an employee to his or her standard schedule if the employee’s schedule does not allow the department to operate effectively and efficiently.~~

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## TELEWORK OR REMOTE WORK

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Teleworking or working remotely is a way for CVCOG to provide an additional **flexible** work option, ~~when appropriate. This option can be beneficial as a regular arrangement, or~~ in the event of an emergency or crisis. Teleworking or remote working may be suitable for some employees and roles, but not for others. Teleworking or remote work is designated at the discretion of the Department Director based on the operational needs and requirements of their specific department.

### Eligibility:

- Employee’s participation as a teleworker is entirely voluntary and is available only to eligible employees, at CVCOG’s sole discretion
- **Not all positions** will be eligible to telework or work remotely. This is not a critique of any particular position or person; rather it is the realization that some positions that require an individual to physically be in their office or designated workspace. Your Department Director can clarify what category your position falls.
- CVCOG’s requirement to provide service to our clients supersedes the Telework and Remote Work Policy. As such, the Department Director will determine if teleworking or remote work workable within their department. The Department Director and the employee(s) will then determine details of the arrangement which will be submitted to HR and the Executive Director for final approval.
- Each request is approved on a case-by-case basis and a request to telework or work remotely does not guarantee approval.

- While it is not required that teleworking or working remotely be uniformly available to all positions in a department, supervisors are responsible for ensuring the fair and equitable administration to eligible employees.

**Requesting to Telework or Work Remotely:**

- ~~If an employee wishes consideration to telework or work remotely, he/she must submit the request in writing to the supervisor. The Department Director will review the request and advise the employee to complete CVCOG's Teleworker Agreement. Final approval must be obtained by the Executive Director before implementation.~~
- ~~All original teleworking that lasts beyond 2 weeks must be submitted to the HR Director for review. Final approval will be provided by the Executive Director.~~

**Guidelines:**

- ~~Participation in the program may be ended at any time, with or without cause, upon reasonable notice and in writing, to the other party~~
- ~~Teleworking and remote work options may be for long periods of time or used as a temporary solution to certain issues~~
- ~~Work hours are not expected to change during the telework/remote work program and employees are still expected to follow all leave policies~~
- ~~Teleworking is not a substitute for dependent care and will not be available during their set schedule to provide dependent care~~
- ~~Employees must work with their Department Director and IT to ensure they have all required equipment and supplies~~
- ~~Employees are responsible for the care of all CVCOG equipment in their possession. Lost, stolen or damaged equipment is the responsibility of the employee~~
- ~~Employees are responsible for keeping any files, passwords and computer access secure~~
- ~~Employees are encouraged to only connect through known secure connections and reliable sources.~~
- ~~Employees are required to utilize the VPN set up by IT~~
- ~~If an employee is ill, it is highly recommended that the employee utilizes their sick PTO leave and focus on their health. In some situations where immediate attention is required or when dealing with an urgent task, solely determined by the Department Director, employees may be authorized to work from home when they are ill.~~
- ~~While teleworking or working remotely, employees continue to have high performance expectations that include meeting deadlines and performing with a high degree of accuracy~~
- ~~Employees must remain in contact with their supervisors and be readily available to respond to all forms of communication~~
- ~~If a teleworking or remote work request is approved but the employee's work begins to suffer, or performance issues arise, the director has the authority to rescind approval and require the employee to return to the office~~
- ~~Employees are still obligated to comply with all of CVCOG's policies, procedures, instructions and the Telework/Remote Work Agreement and, violation of any of these, may result in preclusion from teleworking and any applicable disciplinary action~~

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**TIMELINESS AND ATTENDANCE**

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You are expected to be at work each day and be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work. If you expect to be late for, or absent from work, you must communicate the expected tardiness or absence to your **Site Supervisor** ~~and/or Department Director (as determined by your departmental needs)~~, **by 6:00 am, and when possible, 24 hours prior than** ~~no later than 30 minutes before~~ the time you are scheduled to begin work, unless emergency conditions exist. Staff may communicate absences/tardiness via phone message, text

message, or other method that has been approved by your supervisor. **You must receive a response indicating your supervisor, or other member of management, is aware of this absence/tardiness.**

Individual employee schedules are based on the site and the employee's position and are as follows:

**Rural Centers:**

- Teachers and Teacher Assistants work 7:30am to 3:30pm (no lunch)
- Cooks, and Cook/Custodians work 7:15am to 3:15pm
- Site Supervisors work 7:30am to 3:30pm (no lunch)

*Note -Site Supervisors are exempt employees and worked hours may deviate outside hours listed above.*

**San Angelo Centers:**

- Site Supervisors work 7:15am to 3:45pm (with a 30 min lunch)
- Teachers, Teacher assistance, and Floaters work 7:30am to 3:30pm (no lunch break)
- Custodians work 8:00am to 5:00pm (one-hour lunch)
- Cooks work 6:00am to 2:30pm (30 min lunch)
- Family Service Workers work 7:30 am to 4:00pm (30 min lunch)
- Receptionists and Data Clerk work 7:30 am to 4:00pm (30 min lunch)
- Part-Time Cooks work 8:00am to 1:00pm
- Travel Custodian works 1:00pm to 5:00pm

*\*Universal Substitutes will be instructed as to when their workday begins and ends.*

Failure to report to work within the required period may result in leave without pay for the absence. Due to the nature of our work, it is vital to have full communication between you and your supervisor.

If an employee begins to show a pattern of **excessive** absenteeism, regardless if **accrued PTO** leave or LWOP is used, and regardless if multiple forms of physician/provider documentation are provided, the disproportionate absenteeism and the affect it has on the employee's department will be addressed with the employee.

The Department Director will ultimately determine what is considered excessive. CVCOG will follow all local, state, and federal regulations regarding mandated leaves; however, if there is a chronic medical issue, employees should visit with HR about the FMLA Policy and process located in Benefits section of this handbook.

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## UNEXCUSED ABSENCES FROM WORK

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An **unauthorized absence** is one in which an employee is absent from regular duty without permission of a supervisor. Employees are not paid for unauthorized absences and such absences are not permitted.

If an employee has been absent for three (3) consecutive days **without notification**, CVCOG ordinarily has the right to process a termination of that employee, effective the date of the first absence. Any such termination is considered voluntary and an abandonment of the job.

If an employee fails to return from an approved leave of absence within a period of three (3) consecutive days of the scheduled date of return **without notification**, CVCOG ordinarily has the right to process a termination of that employee, effective the date the employee was scheduled to return from the leave of absence. Any such termination is considered voluntary and an abandonment of the job.

Please remember that non-compliance with our attendance expectations has a direct impact on other members of our team.

Again, please be advised that if you are absent for three (3) consecutive days without contacting your supervisor, your actions will be interpreted as quitting work without notice, abandoning your job, and your employment may be terminated immediately.

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## EMPLOYEE RELATIONS

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If you have a relationship with a fellow employee, no display of affection, touching, massaging, etc., is allowed on premises. Work performance is not to be affected. This policy also includes e-mails, faxes and other electronic communications of offensive or pornographic materials. Employees must notify their immediate supervisor and/or HR of inter-work relationships. Relationships amongst supervisors and subordinates are highly discouraged.

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## SECURITY

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For your protection and the protection of our clients and visitors, CVCOG has designated security measures. The first and most prominent of these security measures is the issuance of identification badges. These badges identify the individuals who are permitted on premises. Guests, clients, volunteers, and contractors may be issued temporary badges and/or key cards when necessary. *See the full ID Badge Policy for more information.*

When CVCOG is closed for lunch, or at any other time during regular business hours that the front reception desk is unmanned, the front door will remain locked, for the security of those who remain inside the building.

Your awareness of any unusual or strange action or behavior exhibited by another person is an important part of our security measures.

In order to protect yourself and others, it is necessary to strictly follow all our security procedures. Breaking any of these rules could endanger business, other people and yourself. This is a **personal responsibility** of each employee. Should it become necessary to conduct a search of the premises for any reason, you will be expected to cooperate to the fullest extent with all parts of the search procedure.

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## INTERNET CONDUCT AND USE

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The Internet is provided to employees for the benefit of our organization and our employees; it allows employees to connect to information resources around the world. CVCOG maintains a separate Information Technology Policy & User Guide that contains all relevant computer and internet use guidance. All CVCOG staff should be familiar with the policies and must comply with them.

*See the complete IT Policy and User Guide, located on our CVCOG Team Site, for further questions, or seek guidance from your supervisor or HR.*

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## DISCIPLINE AND GUIDANCE POLICY

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Head Start has very specific rules regarding how discipline is carried out. Staff are expected implement positive strategies to support children's well-being and prevent and address challenging behavior.

**Discipline must be:**



- 1) Individualized and consistent for each child;
- 2) Appropriate to the child's level of understanding; and
- 3) Directed toward teaching the child acceptable behavior and self-control.

**A caregiver may only use positive methods of discipline and guidance that encourage self-esteem, self-control, and self-direction, which include at least the following:**

- 1) Using praise and encouragement of good behavior instead of focusing only upon unacceptable behavior;
- 2) Reminding a child of behavior expectations daily by using clear, positive statements;
- 3) Redirecting behavior using positive statements; and
- 4) Using brief supervised separation or time out from the group, when appropriate, for the child's age and development, which is limited to no more than one minute per year of the child's age.

**There must be no harsh, cruel, or unusual treatment of any child. The following types of discipline and guidance are prohibited:**

- 1) Corporal punishment or threats of corporal punishment;
- 2) Use isolation to discipline a child;
- 3) Bind or tie a child to restrict movement or tape a child's mouth;
- 4) Use or withhold food as a punishment or reward;
- 5) Use toilet learning/training methods that punish, demean, or humiliate a child;
- 6) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
- 7) Physically abuse a child;
- 8) Subjecting a child any form of verbal abuse, including harsh, abusive, profane or sarcastic language, Threats;
- 9) Use physical activity or outdoor time as a punishment or reward;
- 10) Pinching, shaking, or biting a child;
- 11) Hitting a child with a hand or instrument;
- 12) Putting anything in or on a child's mouth;
- 13) Humiliating, ridiculing, rejecting, or yelling at a child;
- 14) Placing a child in a locked or dark room, bathroom, or closet with the door closed or open; and
- 15) Requiring a child to remain silent or inactive for inappropriately long periods of time for the child's age.

Staff should always respect and promote the unique identity of each child and family. Never make derogatory remarks about the child or child's family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.

Employees are expected to report any instances in which they observe someone using any of the forms of discipline or guidance mentioned above. CVCOG will conduct a thorough investigation on all complaints and act swiftly and decisively if the allegation(s) is/are confirmed, following the Disciplinary Procedure.

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#### REPORTING CHILD ABUSE OR SEXUAL ABUSE

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Head Start/Early Head Start agencies are required to provide comprehensive health, nutritional, social and other services to the children to attain their full potential.

"Child abuse and neglect" means harm or threatened harm to a child's health or welfare by a person responsible for the child's health or welfare.

Any staff and/or regular volunteers who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect, or who has observed the child being subjected to circumstances or conditions that would result in abuse or neglect, must immediately report such fact to the responsible State Agency, Social Services or Local Law Enforcement Agencies. The Program Director and/or the Family & Community Manager/Specialist must be informed of such suspicion immediately. (Initial Report/Follow-Up Form for Reporting Child Abuse/Neglect case to TDPRS) **Child Abuse Hot Line Number 1-800-252-5400,**

Each staff and/or regular volunteers will receive specific orientation and training on the identification and reporting of child abuse and neglect pursuant to state law and outlining the staff member's personal responsibility to report all suspected incidents of child abuse or neglect according to state law.

Head Start/Early Head Start agencies will preserve the confidentiality of all records pertaining to child abuse or neglect in accordance with applicable State or Local Law.

**Head Start/Early Head Start programs will not undertake, on their own, to treat cases of child abuse or neglect.** Head Start/Early Head Start program will cooperate fully with child protective service agencies in their communities.

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## SOCIAL MEDIA

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CVCOG recognizes the important role social media plays in distributing information to the public, clients, board members, and stakeholders. CVCOG carries out many services for the Concho Valley, and we want you to be proud to share your work with friends, family and the public. The way you do so is at your sole discretion. However, social media has the potential to cause problems by interfering with an employee's productivity, creating a harassing environment, or harming the reputation of CVCOG or its clients. Whenever you mention CVCOG or the work you do on any social media outlet you must adhere to our Confidentiality Policy, but also stay within the following guidelines;

- Anytime you mention CVCOG make sure all comments and opinions are advertised to be your own voice and not to be interpreted as being a representative of CVCOG
- Never speak derogatorily about any fellow employees or CVCOG itself
- Never mention personal information about clients, employees or other agencies CVCOG works with
- Never comment on settled or on-going legal issues
- Refrain from posting any content that can be perceived as harassment based on a person's protected status such as race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, genetic information, sexual orientation, gender identity, or other protected group
- Social media activities should not interfere with your duties at work, limit use to breaks or lunch hour (CVCOG reserves the right to monitor its facilities to ensure compliance with this restriction)

**Business Use of Social Media:** CVCOG expects that all employees use good judgment as well as maintain a high level of professionalism, along with following guidelines;

- The Executive Director must approve all CVCOG social media sites before implementation
- Only authorized staff or hired public relations professional will be allowed to create, edit, post or modify to CVCOG social media outlets
- Departments wishing to have content posted on any CVCOG social media outlet should submit their request to HR or the Executive Director following the Social Media Procedures
- Always use proper grammar and correct spelling
- Only use family appropriate photos and refrain from using profane, sexually explicit, harassing or discriminatory images

- Mistakes or incorrect information must be corrected immediately along with an apology for the error

CVCOG reserves the right to restrict, remove, or deny content that is deemed or perceived to be in violation of this policy. CVCOG employees should immediately bring to the attention of management staff any inappropriate content. Failure to abide by these guidelines will not be tolerated.

*See the complete Social Media Procedure, located on our CVCOG Team Site, for further questions, or seek guidance from your supervisor or HR.*

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## CVCOG COMMUNIQUE & MEDIA REPRESENTATIONS

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The following is our guide to information and relationships with the outside media:

- Advertisements for newspapers, radio, television, trade journals, magazines, brochures, trade association bulletins, and so forth: All advertisements must comply with official CVCOG formats and specifications and must only be placed through CVCOG approved advertising agencies. These advertisements must be approved in writing by the Executive Director.
- Requests for in-office photographs, videotape footage, and so forth must be previously approved in writing by the Executive Director.
- Requests for sponsorships from civic, professional community and/or other groups must be approved in writing by the Executive Director.
- In the case of matters dealing directly within the scope of an employee’s program expertise, the Executive Director and Departmental Director allow employees to speak on program events or matters that are informational in nature, with advanced notice. This allowance is for standard and normal interviews dealing with non-contentious or non-divisive program issues. The Executive Director and Departmental Director reserve the right to withdraw this privilege without notice.
- Other than as allowed above, news articles, inquiries, questions, interviews, editorials, research papers and/or other comments about CVCOG, its business and its employees are to be handled solely and personally by the Executive Director. No other person in CVCOG, unless specifically authorized by the Executive Director, is permitted, authorized or allowed to represent CVCOG to the media, newspaper, magazines, radio-television stations or other similar media organizations.
- Requests for endorsements from machinery, equipment, product vendors, and consultants are not allowed.

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## ID BADGE

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- The ID Badge is the property of CVCOG
- CVCOG governs the use of the ID Badge
- The ID Badge is nontransferable, and lending the badge to anyone else for any purpose may result in disciplinary action
- Must be worn at all times when at work
- Must be clearly visible
- Must not be covered in any way by outside stickers, pins or buttons
- Must not be misused, altered or copied
- You may receive one new badge every calendar year, if needed. If you require more than one replacement in a calendar year, you will be monetarily responsible for the replacements
- Stolen cards will be replaced with the submission of a completed police report. If no report is furnished, the card will be replaced as listed under “lost or damaged”
- Cards replaced due to name changes, job transfers or other similar occurrences will be replaced at no charge

- Upon termination, ID Badges will be returned to CVCOG, failure to do so could result in monetary responsibility on the departing employee

All employees will have their picture taken and be issued an ID Badge, blue sleeve and given the choice of a lanyard, clip or magnet to secure their badge to their clothing. If an employee has a personal preference for a different method of attaching their ID it will be allowed as long as it does not interfere or cover any portion of the ID Badge, is in good taste, and is approved by both the Executive Director and Department Director.

All volunteers will also be issued a badge. They will be issued a green sleeve and given their choice of attachment method. They follow all other protocol regarding the ID Badge.

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## KEY CARD / KEYS

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Key cards and keys are for security purposes as they grant access to specific facilities for employees. Not every employee will receive a key card and or keys. If you receive a key or key card, you must abide by the following:

- The Key Cards, and keys, are the property of CVCOG
- The Key Card, and keys, are nontransferable and lending them Key Card to anyone else for any purpose is not permitted
- The Key Cards use a proximity sensor to the readers located at the doors providing access to the building. They are not magnetic strip cards and will not have to be removed from the sleeve
- Sliding the Key Card across the face of the card reader will disable the lock (indicator light will turn green) and the employee may enter without ever having to remove the card from the sleeve
- After hours, all central office employees will access the CVCOG Main building thru the door located on the east side of the building. This door is the designated "Employee Entrance". If an employee is accessing the building during regular business hours, they may enter thru the front entrance.
- Upon entering and exiting a CVCOG building, it is the responsibility of each central office employee to ensure that the door closes behind them
- Upon entering and exiting, do not allow others to enter with or behind you unless you are aware that they are a current CVCOG/CVT employee. Ask to see their ID badge is you are not certain
- At no time is an unattended door to be "propped open". Any employee found to have left an unattended door propped open may be subject to disciplinary action. Additionally, if an employee finds an unattended door propped open, it is their responsibility to remove the object and ensure the door closes correctly. The employee should then report the incident to their Departmental Director at the next available opportunity
- An unattended door is defined as a door outside of the clear vision of an employee and the employee not being clearly visible from that door
- If a meeting, class, or other event is planned for after hours (HS Policy Council, one-time police class, etc.) the sponsoring department will be responsible for all guests
- Abuse, neglect, employee performance, or other work issues may result in an employee losing the privilege to access the building outside of normal business hours
- Lost, damaged or stolen Key Cards must be immediately reported to either HR or IT so that the individual Key Card may be disabled. Employees may also be required to notify their Department Director according to Departmental requirements
- CVCOG will pay for the replacement of one lost or damaged key card/fob. If the employee loses or damages the new card/fob, it will be replaced at the cost of \$10.00 to the employee
- Stolen cards will be replaced with the submission of a completed police report. If no report is furnished, the card will be replaced as listed under "lost or damaged"
- Upon termination, the Key Card must be returned to CVCOG, failure to do so could result in monetary responsibility on the departing employee

While it is impossible for any policy document consider every situation that may occur, it is essential that every central office employee understand, commit and use common sense in applying these policies. The emphasis must be to never compromise the intent of this policy.

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## USE OF COMPANY VEHICLES

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Any employee that may be required to operate a CVCOG vehicle during their employment must be authorized to do so. The employee is responsible for ensuring the vehicle is in full operational condition before each use. Employees are required to follow all local, state, and federal laws in regards to operating a motor vehicle.

Due to the nature of their job, certain employees may have to be on-call for emergencies that occur after hours. The Department Director may authorize these staff to keep CVCOG vehicles parked at their home outside of normal business hours. Use of the CVCOG vehicle should be for business purposes. Personal use of CVCOG vehicles may be approved by the Department Director or Executive Director should a rare situation arise, that would warrant such usage. Failure to follow these guidelines, may result in this privilege being revoked and the employee may be subject to disciplinary action.

CVCOG employees should be aware that CVCOG vehicles are always in view of the public and should practice good stewardship regarding use of said vehicles.

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## ALCOHOL AND DRUG ABUSE AND TESTING

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**It is clearly the position of CVCOG to not condone, authorize or tolerate alcohol and or drug use during business hours or to engage in any outside illegal drug use.** Employees are expected to report for work and remain at work in condition to perform assigned duties free from the effects of alcohol and drugs. Alcohol abuse or illegal drug use, and their physiological effects, present a threat to the well-being and security of employees, and can have an adverse effect on an employee's job performance. It could jeopardize the safety of other employees, the public, or CVCOG equipment and it could also cause extensive damage to CVCOG's reputation, community standing and or effect CVCOG's relations with the public.

CVCOG prohibits the use of non-prescribed drugs or alcohol during work hours as well as the possession, sale or transfer of alcoholic beverages, illegal drugs, other controlled substances, or improper use of prescription drugs either on CVCOG property or while performing duties of work for CVCOG. For all employees, alcohol consumption is strictly prohibited during the workday, including rest periods and meal periods.

This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

CVCOG will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other CVCOG policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including termination.

If an employee comes to work, and is suspected to be under the influence of drugs or alcohol, or is reported to have used drugs or alcohol during work time, this should be reported to the Department Director, the HR Director or HR Supervisor, or the Executive Director immediately. *It should never be shared with co-workers.*

CVCOG reserves the right to request any employee to submit to testing for alcohol or drug usage based on the employee's condition, actions, comments, observations (i.e., smell of alcohol, slurred speech, abnormal movements or behaviors), on input from others, or an accident occurrence. In addition, CVCOG reserves the right to initiate the following types of drug testing in the future should we feel it necessary:

- ~~pre-employment testing~~
- ~~random testing~~
  - for cause/reasonable suspicion testing
  - safety-related testing
- ~~rehabilitation and follow-up testing~~
- ~~Department of Transportation mandatory tests~~

Such drug and or alcohol testing requests will be made when, in our belief, there is a *legitimate* reason for needing the test results. The test results will be treated as confidential information and only a limited number of people will know the results. These persons will be on a "need to know" basis only.

A full and thorough investigation will be made quickly. CVCOG does reserve the right to inspect the workplace and your work area. This may include desks, lockers, storage areas and packages. (This provision makes allowance for items required by the Criminal Justice Department to conduct legitimate law enforcement training.)

CVCOG will act swiftly and decisively regarding drug or alcohol-related investigations. If necessary, the employee will be disciplined according to the steps outlined in CVCOG's disciplinary procedure.

It is important that you know and understand that compliance with these requests and this action are clearly a **condition of employment** with CVCOG. A refusal to test, refusal to give written permission to test or a "no show" for testing as directed will be interpreted as quitting work on your part, and your resignation will be effective immediately.

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

~~Head Start and CVT employees need to refer to the Head Start Addendum for additional requirements.~~

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## OTHER WORKPLACE ISSUES

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### COMMUNITY INVOLVEMENT

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Employees of CVCOG should be constantly aware that the growth and progress of CVCOG is dependent upon the growth of our community. CVCOG encourages employees to take an active role in support of civic and community projects that make our community a better place in which to live and work.

CVCOG is proud to have its employees involved in such endeavors. If necessary and appropriate, you may be granted time off from your regular work in order to fulfill community involvement commitments.

Please be sure that you have provided written notification to your Department Director, HR and the Executive Director prior to or at the time of undertaking any community involvement activity.

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### EMPLOYEE INFORMATION SYSTEMS

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There are numerous ways we try to communicate and keep our employees informed about activities and information.

CVCOG's bulletin boards located in the employee breakroom contain information important to everyone. (Please note that the bulletin boards are property of CVCOG and information placed on them is subject to our policies and approval.) Notices and other information on the bulletin boards are updated continually, and you will want to check them frequently.

Throughout the year we may issue newsletters with information for you. Newsletters contain information about employees, CVCOG, and other specific issues. Employee meetings are another way we keep you informed. Employee meetings provide you the opportunity to ask questions or make comments that you may not have addressed previously.

Your supervisor and Department Director are also a continual source of information. You are encouraged to speak with them freely and enlist his or her assistance with getting you information important to your job and employment at CVCOG.

Finally, we occasionally send out e-mails, memos and intercom announcements about new issues, decisions and events. These are valuable, quick sources of help and information.

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### MONITORING EMPLOYEE ACTIVITY

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CVCOG employees should be aware that all employee activity is subject to monitoring and there should be no expectation of privacy. CVCOG reserves the right to monitor communications and activity during the work time and at other periods when your actions may reflect on CVCOG practices, procedures and image.

Working premises include the following areas: regular work areas, break areas, hallways, parking lots, passage ways, work rooms, shops, production areas, warehouses, and CVCOG vehicles or vehicles rented or leased.

Please be advised that CVCOG has the right to search all premises. This includes lockers, desks, storage areas, and CVCOG vehicles (owned, leased or rented). Employees using CVCOG provided equipment and furnishing, such as computers, desks and lockers, may have them searched. If you have provided your own locking device for CVCOG

provided equipment, you must provide CVCOG with the combination, password or other means of access so that we can enter the area as needed.

CVCOG may monitor the following activities: fax transmissions, telephone communications, and all Internet and e-mail communications. In addition, we may use cameras and video monitoring to oversee activities at our locations.

You will be informed of the communication devices you have authority to use. Only authorized employees may use any CVCOG communications devices.

The receipt and/or transmission of illegal or pornographic communications are forbidden. Pornographic and any other illicit or illegal activity on the premises is forbidden.

*See CVCOG's IT Policy and User Guide for additional information.*

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## RECORDING DEVICES IN THE WORKPLACE

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CVCOG prohibits employee use of personal cameras, camera phones, tape recorders, smart watches or other recording devices in the workplace as a preventative step we believe necessary to secure employee privacy, trade secrets and other business information. Recording devices that are permitted include ones owned and operated by CVCOG (i.e., cameras and video recording equipment installed in CVCOG buildings & property).

It is a violation of our policy for an employee to use personal recording devices such as cameras or video recorders without permission of CVCOG. You are also prohibited from arranging for others, including non-employees, to engage in any recording of conversations, phone calls or other activities in our workplace.

Authorization to record an event or proceeding may be granted when a specific business purpose will be served by the use of such a device and when its use will not violate employee privacy. In such a case, all parties to the meeting or conversation that is to be recorded must be informed at its outset that it will be monitored, transcribed, intercepted, or recorded.

You are allowed to bring a recording device that will NOT be used for recording into the workplace, such as a cell phone with a built-in camera. CVCOG may revoke this permission at any time for any reason; at which point you will be given a reasonable opportunity to remove the equipment from the premises.

You should regard this policy as an explicit Statement that CVCOG does not permit the recording of any meetings or discussions without prior authorization, as discussed above. Please contact your Department Director if you have any questions about this policy.

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## RESTRICTED ITEMS

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In order to provide as much protection as possible for our employees and property, certain restricted items will be issued only to those employees whose responsibilities require them.

Examples of restricted items include: security keys, office or room keys, file, desk and cabinet keys, CVCOG-sponsored credit cards, telephone credit cards, and policy and procedures manuals.

All restricted items will be controlled and issued by the proper agent of CVCOG. If you receive restricted items, you may be asked to sign a form indicating that you have received the particular items and understand that they are the property of CVCOG. Duplication of any restricted item (for example, copying a key) is prohibited.



Loss, damage or theft of any restricted item should be reported to the issuing party as soon as the loss, damage or theft is discovered. You may be charged a fee or be asked to replace any lost, damaged or stolen restricted item. Upon leaving employment for any reason, all restricted items must be returned prior to final processing.

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## PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

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CVCOG may occasionally develop certain patents, copyrights and/or intellectual materials which are the property of CVCOG, regardless of whether they were developed by external consultants or internally by compensated employees of CVCOG.

Additionally, any intellectual property, inventions and electronic property developed or generated while one is in the pay or employ of, or is otherwise reimbursed by CVCOG, is the property of CVCOG.

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## TRAVEL

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On July 25, 2001 the CVCOG Executive Committee elected to follow the State travel policies. The Travel Policies will be provided to you as a separate document not included in this handbook. All CVCOG staff should be familiar with the policy and must comply with it in order to have travel expenses paid or reimbursed.

*See the complete Travel Policy on the CVCOG Team Website.*

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## WHISTLEBLOWERS

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A whistleblower is an employee who reports an issue or activity in the workplace that he/she believes to be illegal, dishonest, or fraudulent. A whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities include violations of Federal, State or local laws; billing for services not performed or for goods not delivered; and fraudulent financial reporting.

If you feel you have knowledge of an illegal or dishonest or fraudulent issue in our workplace, please contact one of the following: your immediate supervisor, your Department Director, HR the Director of Finance, Executive Director, or any member of the Executive Committee.

We ask that you be as certain as possible about the allegation. Any employee who intentionally files a false report of wrongdoing will be subject to disciplinary action up to and including termination.

All reports of illegal and dishonest activities will promptly be submitted to the Executive Director and/or Executive Committee, who are responsible for investigating and coordinating corrective action.

Whistleblowers are protected in two ways:

- Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed in order to conduct a thorough investigation, to comply with the law, or to provide accused individuals their legal right to defense.
- CVCOG does not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor

work assignments or threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact his/her immediate supervisor, Department Director, HR the Director of Finance, Executive Director, or any member of the Executive Committee immediately. The right of a whistleblower to protection against retaliation does not include immunity for any proven personal wrongdoing.

Employees with any questions regarding this policy should contact the HR, the Director of Finance, or the Executive Director.

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## RETALIATION

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FLSA (Fair Labor Standards Act) protects employees from retaliation from their employer. CVCOG strives to maintain a work environment free of retaliation. FLSA States that it is a violation for any person to “discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this ACT, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.”

CVCOG employees, supervisors, managers and directors may not punish any employee for making discrimination or harassment claims or for participating in a CVCOG investigation. This policy extends out to any employee making any type of complaint towards or against their supervisor or any CVCOG team member.

Retaliation are any negative actions that affects one’s job. Observable examples include, but are not limited to, termination, demotion, unreasonable reduction in work, unreasonable addition of work, and reduction in salary. More subtle signs of retaliation can include, but are not limited to, sabotaging a coworker, unreasonable demands, making life difficult for another employee, exclusion (includes emails, events, and meetings), forgetting to return messages, or refusing to speak directly to the employee.

**It is clearly the position of CVCOG to not condone, authorize or tolerate retaliation.** A thorough investigation on these charges will be made quickly. CVCOG will act quickly and decisively on charges of retaliation.

# HARASSMENT, DISCRIMINATION, AND BULLYING

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## HARASSMENT / DISCRIMINATION

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**It is clearly the position of CVCOG to not condone, authorize or tolerate harassment.** CVCOG is committed to maintaining a work environment that is free of harassment and discrimination of employees by anyone, including supervisors, co-workers, clients, vendors or employees.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status such as race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, genetic information, sexual orientation, gender identity, or any other protected group. This policy includes e-mails, faxes and other electronic communications of offensive/pornographic materials. CVCOG will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

Each employee has an obligation to **immediately** report an occurrence of harassment. Your obligation is to let us know about your belief that harassment has occurred. Employees may submit their information to any Director, HR or Executive Director. Submissions may be verbal, but are strongly encouraged to be in written format. Employees may also submit information anonymously, if this makes them more comfortable. An employee is not required to follow the chain of command on any type of harassment allegations. You are **strongly encouraged** to personally (verbally or in writing) inform the person causing the offensive action that you want it stopped.

Managers and supervisors are required to **immediately** report to their Department Director, HR or the Executive Director all reports or observations of harassing behavior regardless if the employee wants the information reported up the chain of command. Managers and Supervisors have an obligation to protect all employees by allowing CVCOG opportunity to thoroughly investigate all claims and take proper action. Failure of a supervisor or manager to report claims of sexual harassment will not be tolerated.

CVCOG policy is to investigate all such complaints thoroughly and promptly. An investigation of these charges will be made quickly and CVCOG will act swiftly and decisively on charges of harassment. To the fullest extent practicable, CVCOG will keep complaints and the terms of their resolution confidential. If an investigation confirms that harassment has occurred, CVCOG will take corrective action, following the Disciplinary Procedure.

Harassment and Discrimination are protected acts against retaliation. *See CVCOG Retaliation Policy for more information.*

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## SEXUAL HARASSMENT

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**It is clearly the position of CVCOG to not condone, authorize or tolerate sexual harassment.** CVCOG is committed to maintaining a work environment that is free of sexual harassment of employees by anyone, including supervisors, co-workers, clients, vendors or employees of CVCOG.

Sexual harassment is defined as:

Unwelcome sexual conduct that is a term or condition of employment, when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment...and unwelcome sexual conduct that unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment even if it leads to no tangible or economic job consequences.

There are two types of sexual harassment. "**Quid pro quo**" sexual harassment occurs when an employee/agent of management makes the "submission to or rejection of such conduct" by them as a "basis for employment decisions affecting" the employee. **This type of authority and action is not given to any supervisor, Department Director, Executive Director or agent of CVCOG.** Examples of quid pro quo sexual harassment are:

- submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct by an employee is used as a basis for employment decisions; or
- conduct that has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

The second type of sexual harassment is called "**hostile environment.**" Hostile environment occurs when the unwelcome sexual conduct creates an "intimidating, hostile, or offensive working environment." This can be verbal or physical conduct that ridicules or shows hostility or aversion to an individual because of sex or gender that:

- has the purpose of creating an intimidating, hostile or offensive work environment; or
- has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects employment opportunities.

Sexually harassing conduct includes, but is not limited to:

- slurs, negative stereotyping, threatening, intimidating or hostile acts that relate to sex or gender;
- written, offensive, graphic material/pictures that ridicules or shows hostility or aversion to an individual because of sex or gender.

Each employee has an obligation to **immediately** report an occurrence of sexual harassment. Your obligation is to let CVCOG know about your belief that sexual harassment has occurred. Also, you are **strongly encouraged** to personally (verbally or in writing) inform the person causing the offensive action that you want it stopped.

Managers and supervisors are required to **immediately** report to their Department Director, HR or the Executive Director all reports or observations of harassing behavior regardless if the employee wants the information reported up the chain of command. Managers and Supervisors have an obligation to protect all employees by allowing CVCOG opportunity to thoroughly investigate all claims and take proper action. Failure of a supervisor or manager to report claims of sexual harassment will not be tolerated.

CVCOG's policy is to investigate all such complaints thoroughly and promptly. An investigation of these charges will be made quickly, and CVCOG will act swiftly and decisively on charges of sexual harassment. To the fullest extent practicable, CVCOG will keep complaints and the terms of their resolution confidential. If an investigation confirms that sexual harassment has occurred, CVCOG will take corrective action, following the Disciplinary Procedure.

Sexual harassment is protected acts against retaliation. *See CVCOG Retaliation Policy for more information.*

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## BULLYING

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**It is clearly the position of CVCOG to not condone, authorize or tolerate bullying.** CVCOG is committed to maintaining a work environment that is free of bullying of employees by anyone, including supervisors, co-workers, clients, vendors or employees of CVCOG.

Per Texas law, bullying is described as the following:

- engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on CVCOG property, CVCOG sponsored activity, in a vehicle operated by CVCOG; that has or will have the effect of physically harming an employee, damaging an employee's property, or placing an employee in reasonable fear of harm to the employee or of damage to the employee's property
- sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive work environment for the employee
- exploits an imbalance of power between the employee perpetrator and the employee victim through written or verbal expression or physical conduct
- interferes with an employee's daily tasks or substantially disrupts the operation of the organization

Each employee has an obligation to **immediately** report an occurrence of bullying. Your obligation is to let CVCOG know about your belief that bullying has occurred. Also, you are **strongly encouraged** to personally (verbally or in writing) inform the person causing the offensive action that you want it stopped.

Managers and supervisors are required to **immediately** report to their Department Director, HR, or the Executive Director all reports or observations of bullying behavior regardless if the employee wants the information reported up the chain of command. Managers and Supervisors have an obligation to protect all employees by allowing CVCOG opportunity to thoroughly investigate all claims and take proper action. Failure of a supervisor or manager to report claims of sexual harassment will result in disciplinary action, up to and including termination.

CVCOG's policy is to investigate all such complaints thoroughly and promptly. An investigation of these charges will be made quickly, and CVCOG will act swiftly and decisively on charges of bullying. To the fullest extent practicable, CVCOG will keep complaints and the terms of their resolution confidential. If an investigation confirms that bullying has occurred, CVCOG will take corrective action, following the Disciplinary Procedure.

Bullying is protected acts against retaliation. *See CVCOG Retaliation Policy, for more information.*

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## HIV/AIDS DISCRIMINATION

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CVCOG does not discriminate against any employee or applicant afflicted with the HIV virus or AIDS.

We will make reasonable efforts to accommodate any individual afflicted with the HIV virus or AIDS, while at the same time ensuring the health and safety of our other employees.

CVCOG does not require that any of its employees or applicants be tested for the HIV virus or AIDS. Any individual who suspects exposure to the HIV virus or AIDS is encouraged to submit to voluntary testing. Should an individual receive a positive test result, CVCOG encourages, but does not require, consultation with our designated management representative.

All information regarding any individual afflicted with the HIV virus or AIDS is strictly confidential, and will be disclosed to HR or the Executive Director only. Any improper disclosure regarding any individual afflicted with the HIV virus or AIDS by individual's supervisor, Department Director or other management representative is a violation of CVCOG's Confidentiality Policy.

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## EQUAL EMPLOYMENT OPPORTUNITIES

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CVCOG does not discriminate on the basis of a person's protected status such as race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, genetic information, sexual orientation, gender identity, or any other protected group status.

Decisions about employment and job opportunities are based on workforce compatibility, principle of business necessity, applicant skill, education, experience, credentials, and training. CVCOG seeks to place the best-qualified person in all Council of Government positions. The Executive Director is responsible for reviewing, and authorizes all job postings prior to the posting of the job opening.

CVCOG has an Equal Employment Opportunity (EEO) Policy and Affirmative Action (AA) Plan which ensure that it follows all local, state, and federal laws prohibiting employment discrimination. CVCOG'S EEO Policy and EEO Officer's contact information are posted in conspicuous places in all CVCOG facilities and are also available on CVCOG's Team Website.

The actions of every employee are important to achieving CVCOG's EEO Plan's objectives. Disciplinary action will be taken against any employee found to be deliberately obstructing implementation of the plan or participating in any discriminatory behaviors. Every supervisor is critically important to program success and should be familiar with EEO policies and procedures.

**Reasonable Accommodation** - In order to provide individuals with disabilities equal access to all employment opportunities, CVCOG is committed to comply with ADA requirement and provide reasonable accommodations to qualified employees or applicants with disabilities, unless to do so would cause undue hardship. "An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is perceived by others as having such an impairment" ([www.ada.gov](http://www.ada.gov)).

Candidates and employees are considered in relation to the ability to perform the essential elements of the job. We seek to make reasonable accommodations, for applicants and employees as requested, and in compliance with Federal and State laws regarding a barrier-free workplace for all employees and provide a safe, accessible, and comfortable work environment.

If you require a reasonable accommodation, please contact HR to begin the process. Requests can be made orally or in writing and will be reviewed within two (2) business days. Employees will be contacted within ten (10) business days to retrieve additional information and verify that the accommodation would be effective and not cause due hardship. If a disability is not already known, or clearly visible, CVCOG may request medical information from a certified health professional. During this investigative time, a temporary accommodation may be proposed or granted. A final determination or request for additional information will be made within fifteen (15) business days of receiving the initial request. If an accommodation is denied, an employee may appeal to the Executive Director and use the Problem-Solving Procedure or any other means dictated by Federal, State or Local laws.

**Religious Discrimination and Accommodation** - CVCOG respects the religious beliefs and practices of all its employees and will make, upon request, an accommodation for such religious observances when a reasonable accommodation is available that does not create an undue hardship.

An employee whose religious beliefs or practices conflicts with his/her job, work schedule, or with CVCOG's policy or practice on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must

submit a written request for the accommodation to his/her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

The immediate supervisor, in conjunction with HR, will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available which is reasonable and which would not create an undue hardship on CVCOG's business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code which does not impact safety or uniform requirements, or for other aspects of employment.

The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he/she may appeal to HR and use the Problem-Solving Procedure.

*See the Equal Employment Opportunity (EEO) Policy and Affirmative Action (AA) Plan for more information.*

# SAFETY ANNEX

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## GENERAL SAFETY

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It is the responsibility of each employee to see that that all tasks are conducted in a safe and efficient manner, complying with all local, State and Federal safety and health regulations, program-standards, and with any special safety concerns identified by CVCOG. Many safety regulations are consistent throughout each department and program, everyone is expected to identify and become familiar with the safety plan and procedures for your working area.

As a part of New Hire Orientation, employees will be given information regarding various safety procedures. Some employees may also need to attend a briefing on use of the Wellness Center at the Main Office (5430 Link Road) and sign a waiver before utilizing the Wellness Center.

It is also your responsibility to complete a First Report of Injury (DWC Form-001) for each safety and health infraction that occurred or that you witnessed. Failure to report such an infraction may result in employee disciplinary action, up to and including termination.

In order to maintain a safe work environment, please take note of the following items:

### **General office safety**

#### **Workstations**

- Designed to reduce excessive bending and stretching
- Good housekeeping is essential
- Never store items under your desk
- Never store items on top of cupboards
- Never leave desk and/or filing cabinet drawers open

#### **Chairs and desks**

- Good lower back support
- Adjustable - knees and hips are level
- Chairs on castors must have 5 legs
- If your desk is too high, compensate by raising the seat height of your chair
- Never stand on the chair to reach anything, particular if the chair has wheels or is of the swivel kind

#### **Stacking and storage**

- Light objects stored on top and heavy objects in the bottom - also in filing cabinets
- Boxes, files and other heavy articles must not be stacked on top of cabinets, cupboards or window sills
- Keep passages clear and firefighting equipment unobstructed

#### **Electrical safeguarding**

- Cables
  - Loose lying cables can cause
    - Tripping hazards
    - Electrocution
    - People can hook on cables and pull expensive equipment from tables
  - They are untidy
  - It is your responsibility to inform the property director so they can be fixed



- No unauthorized person may tamper with any electrical appliance or distribution board.
- Do not use red plugs in the Main Office unless approved by the Director of IT
- Do not overload sockets. When plugging in multiple cords, use a plug bar with surge protection, or ask for an additional point to be installed (if possible).
- If a machine or an electric cable becomes warm to the touch, it must be disconnected and reported without delay.
- Cable and extension cords should not be run unprotected beneath carpeting nor should they span walkways without being secured in an encapsulation device.
- Do carry out your own visual inspections of plugs and leads and get them repaired as necessary.
- Look out for:
  - Physical damage to the cable
  - Damage to the plugs
  - Insecure connections to the plug
- Do switch off equipment before unplugging and before cleaning.

### **Heat generating equipment**

Heat generating equipment, like electrical equipment, can be very safe if used and maintained correctly. However, improper care, storage, or placement of any type of equipment that generates heat can cause a fire, bodily injury, or even death.

#### **Types of Permitted Heat Generating Equipment**

- Coffee pot
- Cooling fans
- Mug warmer
- Other electrical equipment

#### **Safe Practices for Heat Generating Equipment**

- Nothing can be stored within 30" of electrical panels
- Plug into outlet directly
- Turn-off all items when not in use
- Do not leave equipment unattended

### **Accident reporting**

- Report all injuries on duty to HR on the same day.

### **Slips, trips and falls**

- Prevent them by remembering the following:
  - Do not allow cabling to create a tripping hazard
  - Clear up spillages quickly
  - Do not block passageways
  - Keep office areas clean
  - Keep stacking and storage areas safe watch out for:
    - Worn or loose carpets
    - Broken stair tread edges
    - Chipped floorboards and tiles
    - Watch where you walk!
    - High heels
    - Pick up objects that fall - pencils etc.

**Office machines** - learn how to operate them safely before you use them

- Learn how to operate them safely before you use them
- Loose clothing, jewelry, long flowing hair to be kept out of machines
- Keep hands and fingers clear of paper inlet at the shredder
- Switch the machine off before trying to clear a blockage

**First aid box**

- Make sure you know where the box is
- If the box is not stocked, report to the Facilities Manager

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## EMERGENCY PROCEDURES

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Employees who are confronted by or who encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If a supervisor or Department Director can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, you should cooperate and follow any instructions given by the armed or dangerous individual.

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## ACTIVE SHOOTER

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In the unlikely event of an active shooter, all employees should be prepared on how they will respond for different situations. CVCOG advises employees to follow the Department of Homeland Security's recommendations.

### 1. Evacuate

If there is an escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind.
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe

### 2. Hide out

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:

Be out of the active shooter's view

- Provide protection if shots are fired in your direction (i.e., an office with a closed or locked door)
- Not trap or restrict your options for movement

To prevent an active shooter from entering your hiding place:

- Lock the door
- Blockade the door with heavy furniture

If the active shooter is nearby:

- Lock the door
- Silence your cell phone or pager
- Turn off any source of noise (i.e., radios, televisions)

- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

If evacuation and hiding out are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

### 3. Act against the active shooter

As a last resort, and only when your life is in imminent danger, attempt to disrupt and or incapacitate the active shooter by:

- Acting as aggressively as possible against him or her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

For more information, please visit the [dhs.gov](http://dhs.gov). The above steps have been taken from [dhs.gov](http://dhs.gov) from "Active Shooter: How to Respond".

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## PARKING / PARKING LOT SAFETY

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CVCOG provides reasonable parking for our employees. The handicapped parking places and the first-row parking spaces nearest the front door are all reserved for guests and business visitors. Please do not park in the first row of parking spaces. The remaining rows of parking spaces are for our employees. Please, take advantage of this area to maximize convenience for our guests and business visitors.

For the safety of clients and employees, the parking lot speed limit is 10 MPH. Always look before backing out of a spot, and watch for others who are trying to back out as well.

When suspicious persons are observed loitering around the parking lot or building, employees should contact their supervisor or HR. If suspicious persons are observed near parked vehicles, try to obtain the license number as well as the make and color of the vehicle before contacting a supervisor or HR.

CVCOG assumes no liability or responsibility for damage or theft to your vehicle while it is parked on Council of Government premises.

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## DRIVING SAFETY

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The safety and well-being of our clients is of critical importance to our organization. We each have a responsibility to protect, not only ourselves when on the road, but also to do our part to protect those around us. If you are required to drive on CVCOG business at any time, you are expected to consistently apply and follow all the procedures below:

- Employees are expected to wear seat belts at all times while in a moving vehicle being used for CVCOG business, whether they are the driver or a passenger.
- Although use of cell phones under any circumstances is strongly discouraged while driving, the use of hands-free technology may be warranted in unusual or emergency circumstances.
- Use of handheld cell phones, whether personal or business-owned, while behind the wheel of a moving vehicle being used on CVCOG business is strictly prohibited.
- Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.

- Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is strictly prohibited.
- All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
- Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
- Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by State or Federal law are also expected to adhere to all policies and regulations associated with the applicable law or regulation.
- Employees must promptly report any accidents to local law enforcement as well as to CVCOG in accordance with established procedures.
- Employees are expected to report any moving or parking violations received while driving on CVCOG business and/or in CVCOG vehicles, personally owned vehicles, and rental vehicles.

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### INCLEMENT WEATHER PLAN

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CVCOG will follow the same rulings as SAISD regarding delays or cancellation of services. If, SAISD is closed, then CVCOG offices will not be open. If SAISD is delayed, CVCOG services will start at the same time. This information can be obtained through local media and department supervisors will be responsible for notifying their staff of delays or closings. If flooding, wintry condition, etc. occur on a SAISD holiday, the decision to delay or close CVCOG services will be at the discretion of the CVCOG Executive Director.

Rural Head Start Employees will follow the School District in which their site is located.

We do want to ensure the safety of CVCOG employees. If you feel it is unsafe to travel to work, or you have questions, please contact your supervisor.

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### DISASTER PLANNING

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Emergencies can occur anytime-anywhere. Violence can happen even in an environment dedicated to children and families. We must ensure that our staff, children and families are prepared to effectively handle a wide range of dangerous situations to continue to provide a safe environment where learning can occur.

A comprehensive Emergency Response Plan has been created for each Head Start site and all staff members will be trained in order to effectively respond during emergencies. In any emergency situation, the Head Start / Early Head Start program's overriding mission is to:

- a. Protect life.
- b. Secure the facilities and infrastructure.
- c. Resume program operations.

The Emergency Response Plan will provide step-by-step guidelines to help deal with emergencies that may occur; however, this plan cannot foresee all possible circumstances of an emergency. Staff must be prepared to evaluate all the circumstances and make sound judgments based on the situation.

Each classroom will be supplied with a classroom Emergency Response Procedures Guide; section IV of this plan that provides instructions on how to respond to specific events as determined by the site emergency planning committee.

When an emergency condition exists, Site Supervisor will notify the necessary personnel to respond to their area of assignment. The methods of communication listed below in descending order will be used with “a” being the primary mode of communication followed by alternative modes.

- a. Telephone
- b. Messenger

In the event of an emergency all staff persons are to assume responsibility for the following actions:

1. Initiation of steps to safeguard the children, staff and property
2. Notification of authorities and center staff
3. Initiation of steps to mitigate or contain the situation
4. Implementation of evacuation procedures

When emergency conditions are stabilized and normal program operations can resume, the Head Start / Early Head Start Director will deactivate the Crisis / Emergency Plan. A formal announcement will be disseminated.

Immediately following the end of an emergency or crisis, a survey of the Emergency Team members and involved staff will be conducted to evaluate the effectiveness of the response.

*\*This handbook was originally adopted on October 1, 2008. This version supersedes all previous versions and has been revised on the following dates: October 1, 2008, January 1, 2010, January 16, 2013, September 2, 2015, September 9, 2016, August 15, 2017, September 1, 2018, October 1, 2020, September 15, 2021, November 9, 2022, March 15, 2023.*

*CVCOG Handbook and Head Start Handbook Addendum combined and continued forward on July 12, 2023*

# Memo

**To:** Executive Committee

**From:** Felicia Lindsey

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 14

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## ITEM 14

Felicia Lindsey is seeking consideration and approval of the proposed revisions for the Head Start Handbook.

*Approved at the Executive Committee Meeting on August 9, 2023.*



# **Concho Valley AAA**

## **Area Plan FFY 2024 – FFY 2026**

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**As Required by  
Older Americans Act, As Amended in  
2020: Section 306, Area Plans**

**Pending Approval by HHSC Office of  
Area Agencies on Aging  
[Month] 2023**

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## Section 1. Executive Summary

Through the efforts of an Area Plan, such as this, that occurs every few years it allows all levels of our organization to become more aware and familiar with current and forward thinking needs, goals, initiatives, and unmet needs. The Area Plan planning and formulating process also allows time for input, suggestions, problem solving, and understanding of current operations, client status and needs, program utilization, partnerships, refresher on available services, and advocacy on ongoing agency needs and services that are available to the community. The finished Area Plan will serve as a time study of the needs, as identified by July 2023, per the analysis of data gathered over the past two fiscal years with input gathered in a variety of methods from key target populations: active and previous clients, caregivers, general public, nutrition participants, community partners, advisory committee members, Executive Committee (CVCOG Governing Board), current AAA staff, volunteers, public transportation riders, and outreach participants.

The Area Agency on Aging of the Concho Valley serves as a program of the Concho Valley Council of Governments (CVCOG) with the main office housed in San Angelo, TX, serving 13 counties considered the Concho Valley region. The CVCOG is a voluntary organization of local governments formulated to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. The role of the Area Agency on Aging is to serve as the focal point for Aging matters throughout the region and to serve as a resource for information, services, educational programs, collaborations, outreach, emergency response, and other efforts that present themselves, all with the intent of meeting the needs of the ever-growing Senior population within the region. The CVCOG also administers the following regional programs: 211 Texas, 911, Aging and Disability Resource Center (ADRC), Concho Valley Transit, Criminal Justice, Economic Development, Foster Grandparent Program, AmeriCorps, Head Start, Homeland Security, Retired Senior Volunteer Program (RSVP), Senior Companion. By having the variety of regional programs under one primary organization it fosters an environment for natural partnerships to formulate and benefits the consumers of the Area Agency on Aging by allowing internal collaborations to happen more effortlessly. Due to the knowledge and awareness of all programs, by CVCOG Administrator staff: Executive Director, Finance Director, Human Resources Director and Procurement, there are times, that because of their interactions with the various programs and director's they are able to offer suggestions on how our programs can better partner on ideas

and initiatives that we had not yet realized were similar in the line of work and end goals.

Nutrition and Transportation services continue to be the most in demand, long-term services that the AAACV offers. The AAACV has partnerships with eight counties in the 13-county region to provide Nutrition services and has agreements in place with the primary rural public transportation provider whose services cover 12 of the 13 counties in the region. For many years, the most outstanding need had been Rural Transportation. Based on on-going analysis and various determining factors, Concho Valley Transit made the decision in 2019 to offer "Free Rural Rides"; individuals who reside in the rural counties of the Concho Valley Transit service area are able to ride the CVT bus for free within their county, to/from another county within CVT service, and/or from their county to San Angelo, as long as they call CVT to schedule their trips within the required timeframe. This initiative has allowed the AAACV to focus on meeting the demands of Transportation Demand Response needs of older individuals and/or their caregivers within the City of San Angelo city limits.

The AAACV's goals in designing its service delivery system are to offer a comprehensive, coordinated, and flexible continuum of services for older individuals and their caregivers; provide services in order to secure and maintain maximum independence; meet all fiscal and programmatic requirements; and develop new programs and/or methods to meet the emerging needs of the older population in the Concho Valley. To further ensure adequate services are being provided to our community, to continue to meet the demands of the ever-growing client population, fiscal and contractual obligations, as well as, maintaining accurate, timely data entry and in an effort to complete Quality Assurance, AAACV has utilized Field Students from the Angelo State University Bachelor's and Masters of Social Work program. These Field Students learn the roles of full-time AAACV employees, work a set number of hours per week, and contribute by completing job tasks just as an employee of the AAACV would do, at no cost to the program. While there is an investment in time and training from the AAACV staff, we do feel that it is valuable to provide education and guidance to individuals who show interest in joining the field of Aging and who, in real time, can offer support to meeting the needs of individuals in the Concho Valley region.

## Section 2. Mission and Vision Statements

Legal Reference: 45 CFR 1321.53

### Mission

The mission of the Area Agency on Aging is to be the Concho Valley's leader in Aging and advocate in facilitating those supportive services and opportunities that enable older citizens to be able to live dignified, independent, and productive lives.

### Vision

The vision of the Area Agency on Aging:

- Regardless of the type of interaction, may we strive to make the person feel welcomed, appreciated, and treat them as we would want our loved ones to be treated.
- Each person who calls for assistance, will receive informative, timely, objective information that is based on their individual needs, delivered in an empathic, nonjudgmental, person-centered manner.
- All clients will be treated with dignity, respect, and have their confidentiality maintained, while participating in all options available during coordination of services and case management planning.
- Community partners, that we may serve as a sounding board, identify problems, create solutions, and work towards bridging gaps within the community.
- Executive Board and Advisory Committee, that we strive to maintain transparency, trust, and commitment of excellence through customer service and thorough fiscal and contractual reporting.
- Employees, may we continue to provide guidance and leadership to help meet personal and professional growth and goals, while helping achieve a consistent work-life balance.

## **Section 3. Board of Directors/Governing Body/Executive Committee**

### **Membership Composition**

The Concho Valley Council of Governments shall be a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. The purpose of this organization is:

To join and cooperate to improve the health, safety, and general welfare of their residents; to plan for the future development of communities, areas, and regions; to improve the planning of transportation systems; to help provide adequate street, utility, health, educational, recreational, and other essential facilities as the communities, areas, and regions grow; to recognize the needs of agriculture, business, and industry; to help provide healthful surroundings for family life in residential areas; to help preserve historical and cultural values; to help ensure the efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions; to make studies and plans to guide the unified, far-reaching development of a region, eliminate duplication, and promote economy and efficiency in the coordinated development of a region.

The geographic area within which eligible members shall be located include Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties. Members must be geographically situated within one of these 14 counties. All incorporated communities within a county shall become members simultaneously with the county. The Executive Committee may deviate from this requirement when requested if in its opinion such a deviation would give priority to the condition that the incoming members who are units of general local government together represent 75% of the aggregate population of the county. The membership by a county will continue the contiguous nature of the existing membership and will not create a geographic void in the existing membership area. Compliance by the member with the requirement in the Bylaws concerning financial contributions of its members.

Membership - Except when filling a vacancy, new Executive Committee members, after being duly selected, shall assume their position on the Executive Committee beginning January 1st following their appointment. Each county, within the Concho

Valley region, shall have one representative who shall be the County Judge or a County Commissioner, appointed by the Commissioner's Court. A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body. A member independent school district with an enrollment exceeding 10,000 shall have one (1) representative on the Executive Committee chosen from that independent school district's representatives to the General Assembly. Two members of the Texas Legislature chosen by the other members of the Executive Committee from among the legislators whose districts include all or a portion of the Concho Valley Region shall be voting members of the Committee. Such members shall serve until a successor shall be appointed.

## **Frequency of Meetings**

The Executive Committee shall meet at least monthly or on call of its Chairman, or at the direction of the General Assembly, or upon call of at least 10% of the voting membership of the Executive Committee.

## **Officer Selection Schedule**

The officers of the Executive Committee shall be Chair, Vice-Chair, and Secretary. The officers shall be elected annually by the Executive Committee. Should a vacancy occur in the office of the Chair, the Vice-Chair shall become Chair for the balance of the unexpired term. Should a vacancy occur in the office of Vice-Chair, the Secretary shall become Vice-Chair for the balance of the unexpired term. Should a vacancy occur in the office of the Secretary, the Executive Committee shall by simple majority of the members present, elect a new Secretary to serve the balance of the unexpired term.

## **Current Officers**

- Chair (or President): Judge Jim O'Bryan, Reagan County, Term January 1 – December 31, 2023
- Vice Chair (or Vice President): Judge Brandon Corbin, Menard County, January 1 – December 31, 2023
- Treasurer (or equivalent position): N/A
- Secretary (or equivalent position): Judge Molly Criner, Irion County, January 1 – December 31, 2023

- Immediate Past Chair (or President): Judge Hal Spain, Coke County, January 1 – December 31, 2023

## Section 4. Advisory Council

Legal References: 45 CFR 1321.57; OAA 2020 306(a)(6)(D)

### Council Composition

The following is taken from the Concho Valley Regional Advisory Committee on Aging (RACOA) Operating Guidelines, most recently reviewed and approved on May 22, 2019.

As stipulated in federal regulations, the Older Americans Act 306(a)(6)(D), the purpose of RACOA is to: provide meaningful input to AAACV on issues faced by senior citizens, receive and disseminate information from AAACV concerning trends, developments, and issues affecting the delivery of programs and services to senior citizens in the Concho Valley, and serve as an advisory body to AAACV on all matters relating to the development and administration of operations conducted under the Area Plan.

Membership shall consist of the following:

RACOA members must reside in the Concho Valley, and total membership is limited to no more than 30 members who represent the following constituencies: (a) persons who are 60 years of age or older (including minority persons and persons residing in rural areas) who are program participants or who are eligible to participate in programs under the Older Americans Act; (b) family caregivers of such individuals; (c) representatives of persons 60 years of age or older; (d) service providers; (e) representatives of the business community; (f) local elected officials; (g) providers of veterans' health care, if appropriate; (h) members of the Texas Silver Haired Legislature; and (i) the general public.

The Committee shall strive for representation from all counties served by the Concho Valley Council of Governments. Should there be interest from multiple individuals from one rural county serving on the Committee at one time, a member may be asked or may ask to serve as the representative for a rural county that has no representation. This would require the member to make contacts in the designated county, in an effort to recruit representation for that county and/or become more knowledgeable with Senior needs in the designated county.



At least 50% of the membership of RACOA shall be persons who are 60 years of age or older.

Individuals interested in serving on the Committee will attend two RACOA meetings prior to being placed on the agenda for a Committee vote.

The term of office for a member of the Committee shall be two (2) years. A Committee member in good standing shall remain eligible for reappointment every two (2) years without limitation on the number of terms served.

Any member of the Committee who is unable to complete the membership term may resign from the Committee by notifying the Chair of the Committee verbally or in writing, with a written letter of resignation being the preferred method. A suggested replacement may be provided by the resigning member; however, the interested party must attend two meetings prior to being placed on the agenda for Committee vote.

Members of the Committee must avoid any conflicts of interest in fact or in perception. A conflict of interest includes:

(A) having a substantial financial interest, directly or indirectly, in the profits of any entity from which services or goods are contracted or otherwise procured by AAA or the Concho Valley Council of Governments; and

(B) deriving a personal profit, directly or indirectly, from any entity that would conflict in any manner or degree with the performance of responsibilities of the Committee member.

Prospective Committee members will first be voted on at a RACOA meeting. The name(s) of the approved nominee(s) will be presented at the next available meeting of the Executive Committee meeting of the Concho Valley Council of Governments, by the Aging Services Director, for final approval.

Once approved by the RACOA and the CVCOG Executive Committee, the new member will be contacted by the Aging Services Director. The new member will receive an orientation on RACOA and the AAACV, a tour of the AAACV offices, RAOCA binder, member list, service definitions and any other current, relevant information.

If a person is deemed ineligible to join the Committee or has a complaint against the RACOA, the person will follow the AAACV grievance procedure. A copy may be obtained from the Aging Services Director or the Front Desk of the CVCOG.

## Members by Category

In Table 1. below, enter the number of council members in the PSA who represent each category listed. A council member may be counted in more than one category.

**Table 1. Advisory Council Members by Category**

Category	Number of Members
Older Individuals Residing in Rural Areas	3
Clients of Title III Services	2
Older Individuals	9
Minority Older Individuals who Participate or are Eligible to Participate in OAA Programs	6
Local Elected Officials	1
General Public	18
Veterans' Health Care Providers, if applicable	1
Service Providers	9
Family Caregivers of Older Individuals who are Minority or who Reside in Rural Areas	6
Business Community Representatives	6
Representatives of Older Individuals	18
Representatives of Health Care Provider Organizations	6
People with Leadership Experience in the Private and Voluntary Sector	6
Representatives of Supportive Services Provider Organizations	6

## Frequency of Meetings

Meetings are to be held bimonthly on the fourth Wednesday of the month at the Concho Valley Council of Governments offices, unless otherwise noted.

## Member Selection Schedule

The officers of the Regional Advisory Committee on Aging of the Concho Valley shall be a Chair and a Vice Chair.

Officers shall serve a two-year term starting in January.

(A) Nominations are to be held in September of odd years.

Example: September 2023

(B) Vote for Chair and Vice Chair will be held at the November meeting.

Example: November 2023

(C) Term begins in January of even year.

Example: January 2024

## Advisory Council Members

**Table 2. AAA Advisory Council Members**

<b>Name</b>	<b>Occupation or Organization or Affiliation</b>	<b>County of Residence</b>	<b>Member Since</b>	<b>Current Office Term</b>
Lori Rodriguez – Interim Chair	Meals for the Elderly	Tom Green	January 2020	Unlimited*
Shelly Bailey	LTSS Coordinator	Region	September 2019	Unlimited*
Teresa Bentle	LTSS Coordinator	Region	September 2019	Unlimited*
James Casillas	Legal Aid of Northwest Texas	Region	September 2019	Unlimited*
Shandy Childs	Medical/Health	Tom Green	March 2017	Unlimited*
Mary Cortinas	Shannon Medical Center	Region	Served prior to 2012; current Aging Director began July 2012	Unlimited*
Tracey Dishon	Concho Valley Community Action Agency	Region	January 2020	Unlimited*
Andrea Eaton	CV Regional Food Bank/Medicaid App Assistance	Region	September 2019	Unlimited*
Karen Green	Wesley Nurses	Tom Green	September 2019	Unlimited*
Beth Grounds	Caregiver	Concho	January 2013	Unlimited*
Cindy Jones	TSHL/Rural	Mason	September 2021	Unlimited*
Sherry Hubbard	TSHL/Retired Teacher	Kimble	November 2016	Unlimited*
Erin Kelly	Baptist Retirement Community/Alzheimer’s	Region	May 2016	Unlimited*

<b>Name</b>	<b>Occupation or Organization or Affiliation</b>	<b>County of Residence</b>	<b>Member Since</b>	<b>Current Office Term</b>
	Education			
Sharon Kulig	TSHL	Tom Green	January 2022	Unlimited*
Wayne Merrill	Community Leader/TSHL	Tom Green	Served prior to 2012; current Aging Director began July 2012	Unlimited*
Deborah Palmer	Angelo State University	Tom Green	Served prior to 2012; current Aging Director began July 2012	Unlimited*
Mary Palos	Shannon Medical Center - Case Management	Region	July 2020	Unlimited*
Rosie Quintela	TX HHS - Community Care Services	Region	March 2018	Unlimited*
Dana Sercos	Disability Connections - Center for Independent Living	Region	July 2018	Unlimited*
Staff – Supervisor, Outreach Coordinator	CVCOG Head Start	Region	September 2019	non-voting
Staff - Director or Program Coordinator	Call Center Information	Region	September 2005	non-voting
Staff - Director, Supervisor, or Outreach Coordinator	Transportation	Region	January 2018	non-voting
Staff - Supervisor, Manager or Housing Navigator	Housing Navigator, MIPPA, Options Counseling	Region	September 2019	non-voting

## Section 5. Agency Description and PSA Profile

Legal References: 45 CFR 1321.53; OAA 2020 306(a)(3), 306(a)(4), 306(a)(5) and 306(a)(12); 26 TAC 213.1

### Identification of Counties and Major Communities

The Area Agency on Aging of the Concho Valley Council of Governments (AAACV) serves State Planning Region 10 centrally located in West Texas. The region is located at the midpoint between Houston and El Paso and covers approximately 16,287 square miles. The AAACV serves the thirteen counties of Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, and Tom Green. The geography of the region ranges from the arid rolling prairie of the Permian Basin in the west to the rocky hills of the Texas Hill Country in the east.

Coke, Crockett, Irion, Reagan, Schleicher, Sterling, Sutton, and Tom Green Counties are the largest oil and gas producing areas in the region and as most of the country have experienced a steady decline in the oil field over the past few years. The remaining counties of Concho, Kimble, McCulloch, Mason, and Menard continue to rely on an agricultural economy. The city of San Angelo, in Tom Green County, serves as the largest City and County for the region and has a strong telecommunications and medical center industry for the region with businesses such as: Time Clock Plus, Frontier, Performant, Blue Cross, and Shannon Medical Centers. San Angelo is also the home to Angelo State University, Howard College, and Goodfellow Airforce Base.

Between the years 2010 and 2020, official Census data, the total regional population increased from 154,192 to 159,613 for an increase of about 3.5 percent, according to the U.S. Census Quickfacts website. The most significant factor for the Area Agency on Aging of the Concho Valley is the rural landscape of the region that we cover. Given the large population and the vast area within the Concho Valley, the region is made up of almost 24% individuals who are 60 years of age and older and almost 43% of the region's population is of Hispanic or Latino origin. Per the requirements of the Administration for Community Living (ACL), Older Americans

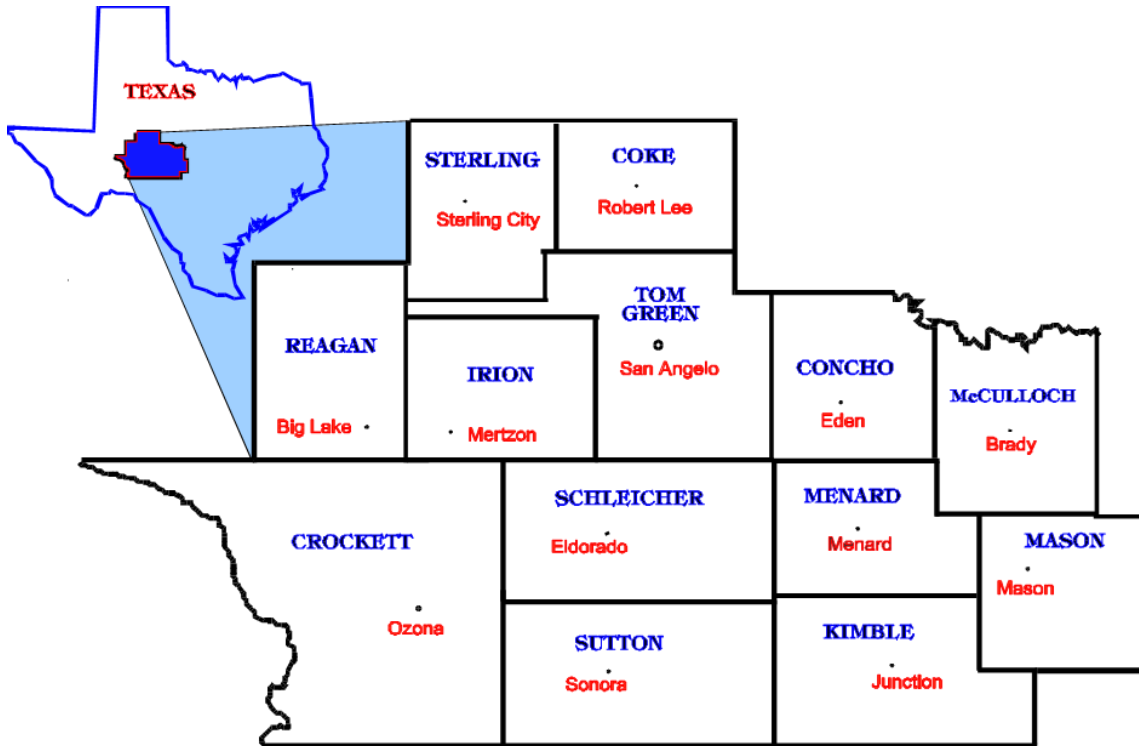
Act (OAA) and the Texas Administrative Code (TAC), the AAACV provides services aimed towards assisting individuals 60 years of age and older, their families, and informal Caregivers for Seniors (individuals 60+), geared towards helping them continue to live at home independently for as long as possible, focusing on individuals with limited English proficiency and older individuals at risk for institutional placement, identifying target populations who may have the greatest social need. With that in mind, there is actually a higher percentage of individuals that are possibly in need of AAACV services, especially considering that 12 of the 13 counties in the Concho Valley region would be considered "Rural", as defined by ACL State Reporting definitions.

As previously mentioned, San Angelo/Tom Green County is the largest county of the 13 counties within the Planning Service Area. The estimated total population, as of the 2020 Census data, was 120,007. In contrast, the next "largest" county, by estimated population is McCulloch County, Brady, TX, with an estimated population of 7,630 in 2020. Brady is located 75 miles East of San Angelo; Brady is 127 miles to Austin, which is the closest major city. The remaining 11 rural counties, each have an estimated 2020 population of less than 4,500 each; total estimated population for these 11 counties is 31,980.

Mason is the farthest county in the Concho Valley region, at approximately 100 miles one way. Two major urban cities, Austin and San Antonio, are only about 10 additional miles more than the distance to San Angelo. However, the AAACV staff maintains the same level of outreach efforts for Mason County as we do for the other 11 rural counties in the region. Feedback that we do receive from Mason County residents is that if they are going to travel 100 miles for anything, it is more than likely going to be towards the larger city to meet all their needs. Through various surveys and in-person discussions, there has been an overwhelming, continuous response that Mason County residents are aware of services that the AAACV has to offer and that they know they do not have to visit the office in San Angelo to access services. Mason County is also the only county that has a different Transportation provider than the other 12 counties due to how the Texas Department of Transportation (TXDOT) service regions are organized. Hill Country Transit District provides Transportation Demand Response services for eligible, authorized clients approved by the AAACV.

The two rural counties that are closest to the San Angelo office, each approximately 30 miles away, are Coke and Irion. Coke County has two towns that we visit frequently due to a nursing facility located in each town within the county; the distance between the two towns, Bronte and Robert Lee, is approximately 12 miles,

in an even more rural part of the region. Irion County, Mertzon, is the second to least populated county, but is consistently the county with the least number of individuals who access AAACV services, despite consistent efforts to promote services. Irion County has estimated population of 1,513 individuals with an estimated 538 individuals who are 60 years of age or older; an estimated 35% of individuals 60 years of age and older who reside in Irion County.



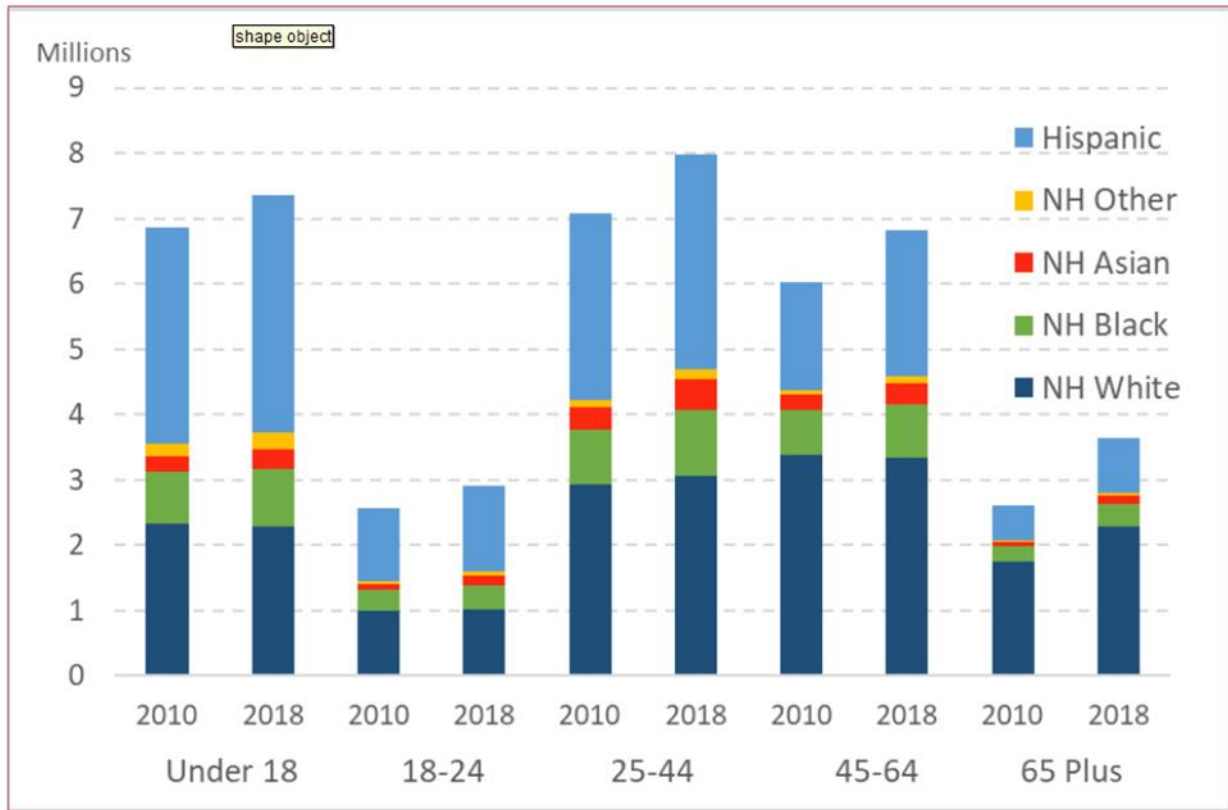


## **Socio-Demographic and Economic Factors**

The Texas Demographic Center (TDC) produces annual estimates of the total population of the state and its counties and places. These estimates are widely used by the state and local governments, non-profit and community-based organizations, businesses, as well as the public in their planning and decision-making processes. The TDC website is utilized as a resource by the AAACV when completing projections for client services, analyzing outreaching efforts, and identifying potential use of funding by counties based on projected growth and age.

Per the TDC, "As Texas grows, it also becomes older and increasingly diverse." The July 1, 2022, estimated population for Texas is 30,029,572, which represents a 16 percent increase from the census count of 25,145,565 in April 2010. However, growth is not evenly distributed across age and race/ethnicity groups. Comparable statistics were not easily found in the same formatting; based on other analysis of changes to statistics in our region/Texas, this data is still relevant. Figure 1 shows that between 2010 and 2018, the 65 plus age category had the greatest increase (slightly more than one million) and grew at the fastest rate compared to the younger age groups."

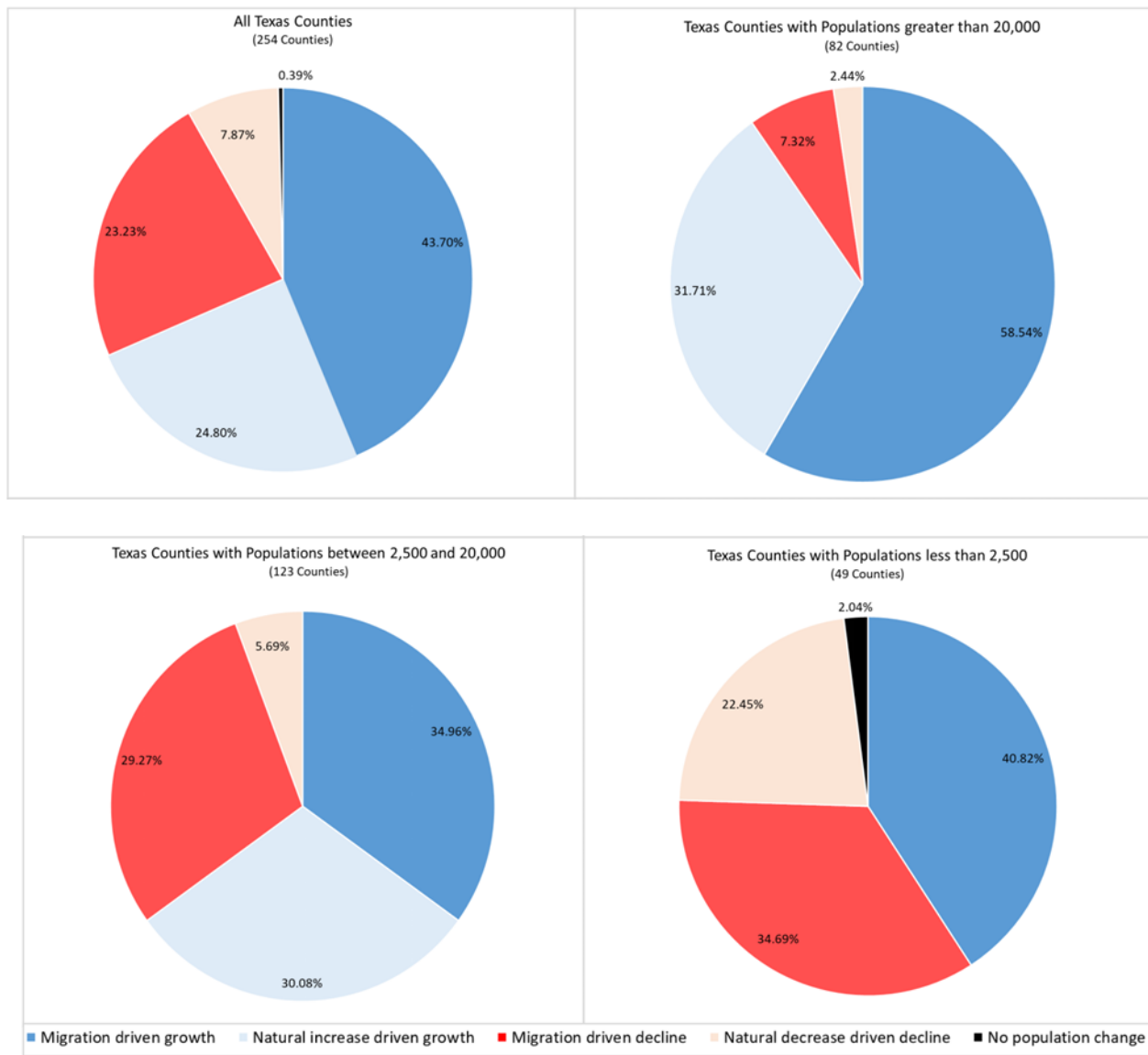
**Figure 1: Race/Ethnicity Composition by Age Group in Texas 2010-2018**



Source: U.S. Census Bureau, 2010 Census Data; Texas Demographic Center, 2018 Population Estimates

According to the TDC, in general, more than two thirds, or 68.5 percent, of counties saw population growth between 2010 and 2018, while less than one third, or 31.1 percent, saw population decline. The components of population change, consisting of natural increase (or births minus deaths) and net migration (or in-migrants minus out-migrants) driving population growth and decline, varied population size. Specifically, 43.7 percent of Texas counties experienced population growth driven to a greater extent by a positive net migration, whereby more than 50 percent of the population growth is due to more people moving into a county. Figure 3, shows the components of change by three population thresholds: 1) metropolitan counties with populations of more than 20,000, 2) small town counties with populations between 2,500 to 20,000, and 3) rural counties, or counties with less than 2,500 people.

**Figure 3: Population Change by Type of Driving Force in Counties in Texas, Metros (Population > 20,000), Towns (Population 2,500 to 20,000), and Rural Areas (Population < 2,500)**



Source: U.S. Census Bureau, 2010 Census Data; Texas Demographic Center, 2018 Population Estimates

Data referenced below has been updated per the U.S. Census QuickFacts, 2020 Census data. Out of the 13 counties within the Concho Valley region, only Tom Green County would be considered a metropolitan county, with an estimated population of over 118,000. The county did have an estimated growth of 8% in 2020 from 2010, according to the U.S. Census QuickFacts. It is estimated that 16.7% of Tom Green County is 65 years of age or older, 50% of the population is female, 52.3% is minority, with 42.7% of that population considered Hispanic or Latino, and 13.2% of the population is considered in poverty with an estimated median income of \$62,052. There is a significantly high percentage of individuals

age 25 years and older with a high school graduate or higher, 87.4%; an estimated 91.9% of households who reported having a computer, along with 82.1% who reported having a broadband internet subscription; between the 2010 and 2020 Census, this was an increase of 7.5% of the Tom Green County population reporting having a broadband internet subscription. There is an estimated 24.1% of the population, in which, language other than English is spoken at home, of person age 5 years and older, which would be relative to what we see through interactions received in our office. The second most presented language, in our consumer interaction, is Spanish which is consistent throughout the region.

The remaining twelve counties within the Concho Valley region would be considered non-metropolitan. Per U.S. Department of Agriculture, Economic Research Service (ERS), non-metro counties include some combination of: open countryside, rural towns (places with fewer than 2,500 people) and urban areas with populations ranging from 2,500 to 49,999 that are not part of larger labor market areas (metropolitan areas). Nine of the twelve counties have 2,500 in estimated populations but none over 8,000. Out of these nine counties, eight have experienced **decreases** in population between the 2010 and 2020 Census data reviewed: Coke (1%), Concho (19%), Crockett (17%), Kimble (7%), Mason (1.5%), McCulloch (8%), Sutton (18.5%) Schleicher (29%). The remaining county, Reagan, experienced an increase between 2010 and 2020, with an estimated increase of 18 individuals.

For Concho County, one of the greatest impacts to the decline in population, previously was due to the closing of a private prison, the Eden Detention Center. In May of 2017, it was reported by the [texasstandard.org](http://texasstandard.org) that "according to the State Comptroller's Office, losing those jobs in Eden is equivalent to losing almost 90,000 jobs in Houston. The detention center at one point housed almost 1,500 inmates, more than half the town's population, employed roughly 260 people, about 50 of whom resided in Eden, and a majority of who coordinated travel from San Angelo or neighboring rural counties." As previously reported by [gosanangelo.com](http://gosanangelo.com), the Eden Detention Center was re-opened in 2019, with a contract between the U.S. Immigration and Customs Enforcement for 660 beds and the United States Marshals Service for 844 beds. The greatest impact to the population in Concho County occurred between the 2010 and 2020 Census data, with a decline of an estimated 784 individuals. According to QuickFacts data, Concho County has increased in population by 37 individuals between April 2020 and July 1, 2022 estimates.

Reagan County, City of Big Lake, is approximately 75 miles from San Angelo and can be considered the largest oil producing county within the Concho Valley region. Being approximately an hour's drive between Big Lake and San Angelo, it is reasonable that many employed in the oil field may reside in San Angelo or in the neighboring larger city, Midland, which is approximately 77 miles from Big Lake, to have access to more options in housing, entertainment, and conveniences than in the rural county; therefore, the population is not reflective of the day to day activity. It has been noted and observed over the years by city officials, oil field workers, employees from the convenience stores and restaurants in Big Lake, that at the varying peaks of the oil booms over the years that the daytime population can hit up to 12,000 people in a day in Big Lake. The adverse reaction that the oil boom success has created not only for Reagan County, but Tom Green and other counties in closer proximity to Big Lake, Crockett and Irion, is that prices and demand has increased: the housing market, fuel, food costs, labor for needed repairs is harder to come by due to demand in the oil field job market, all which may create a hardship for Seniors. However, it is of interest to note that per the 2020 Census data, the median household income was \$62,829 with 11.9% of persons in poverty. Reagan County had an estimated population of 11.5% of persons 65 years of age and older with 72.9% of individuals who were Hispanic or Latino and 55% population in which a language other than English was spoken at home, of persons age 5 years and older. Excluding Reagan County, the median household income for the remaining 11 non-metro counties, averages \$52,338.

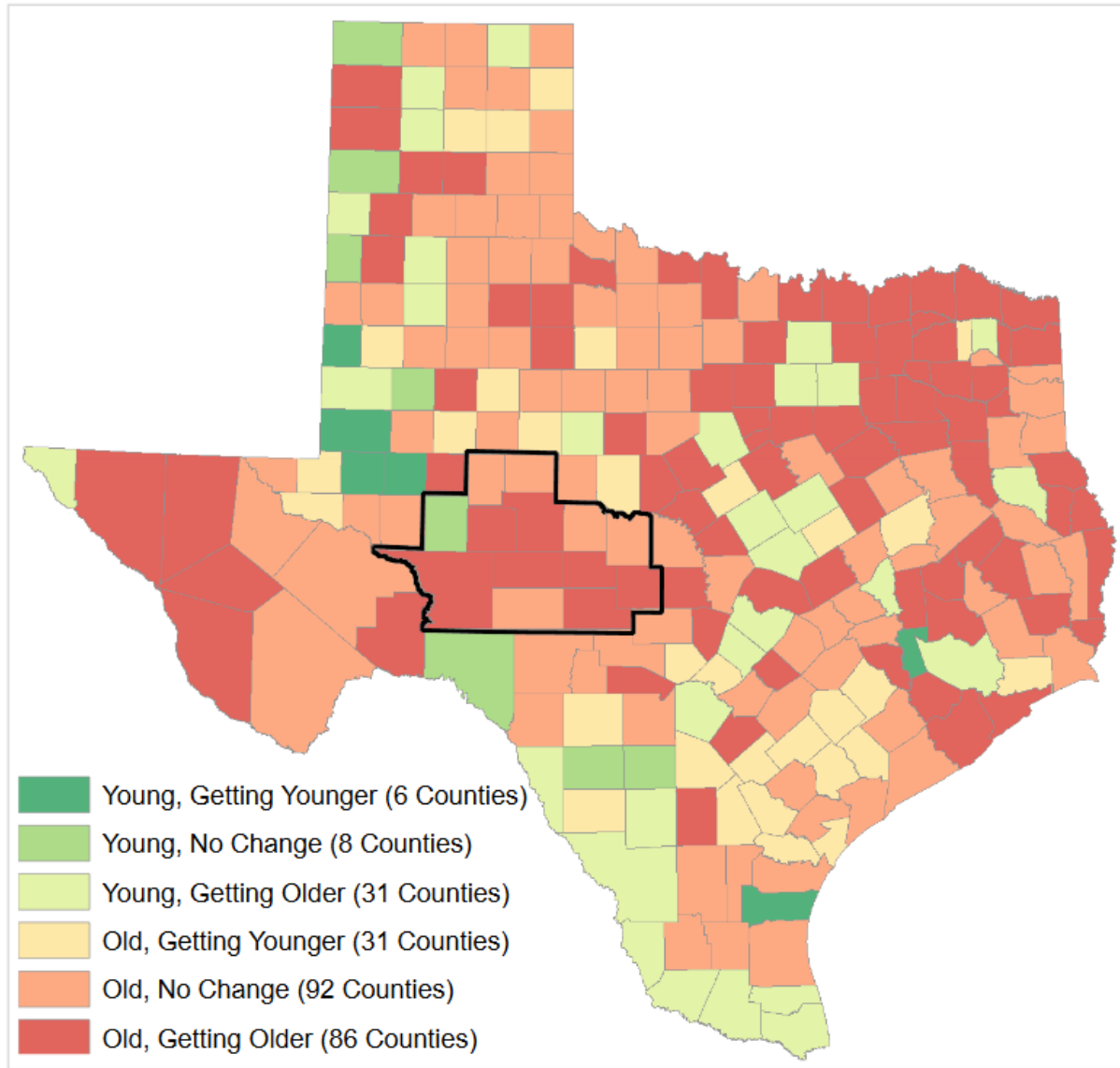
The three smallest, non-metro, counties within the Concho Valley region each have an estimated population of less than 2,000 and would be considered, "Rural Areas". Sterling County had an estimated increase of 20% between 2010 and 2020 data, which was equivalent to an increase of 229 individuals. Irion and Menard counties, each had a decrease of approximately 10%, combined, between the same timeframe. Irion County has the lowest percentage of persons in poverty rate, at an estimated 8.8%, despite not being the lowest in estimated population. Menard has an estimated population of individuals 31.1% aged 65+ with 59.5% White alone, not Hispanic or Latino, and 19.4% estimated persons in poverty, which is the most significant percentage for the small county population. The median household income for these three "rural areas" counties averages just under \$50,000; the average estimated percentage of females for these three counties is 49.83%.

The Texas Demographic Center generated a report titled "Texas Population Projections 2010 to 2050." In this report, for the 85 years of age and older category, it is anticipated that Texans in this age range will grow at the fastest rate.

The eldest Seniors, those 85 years of age and older, are projected to nearly quadruple in size between 2010 and 2050, approaching 1.5 million. The age category including those 65 to 84 years of age is projected to be the second fastest growing age group, nearly doubling in size by 2050 to a population of over 6.8 million.

The map below, Figure 5, taken from the TDC shows how the county median age changed between 2010 and 2018. Among the 209 counties that were older than the state in 2010 (depicted in shades of orange to red), one third, or 86 counties, got older and 31 counties saw a decline in median age, or got younger. On the other hand, of the 45 counties that were younger than the state in 2010 (depicted in green), 31 counties got older but 6 got younger. The 13 counties of the Concho Valley region are outlined within the map, showing that the majority are getting older, only five with no change, and one was considered to trend "getting younger".

**Figure 5: Trends in Aging by County 2010 to 2018**



Source: U.S. Census Bureau, 2010 Census Data; Texas Demographic Center, 2018 Population Estimates

## Economic and Social Resources

Tom Green County is the most populated county in the Planning and Service Area (PSA) 10. San Angelo is the most populated city of the PSA and is the seat of Tom Green County. While San Angelo serves as home to the main office of the Area Agency on Aging of the Concho Valley, it does not mean that it is the most centrally, convenient locale for each of the 12 outer lying counties. Due to the natural rural landscape of our region, there is not a major highway that easily connects the counties. Seven of the thirteen counties are over 60 miles away, one-way; three others are over 45 miles, one-way.

It is important to note that the designation of future Interstate 27 (I-27) became official in March 2022. The designation recognizes the Ports-to-Plains Corridor from Laredo, Texas through San Angelo and Midland to Raton, New Mexico as an addition to the Interstate Highway System. The first Interstate Highway designated for San Angelo, Interstate 14 (I-14) from Mississippi through Texas on US-190 through San Angelo to Midland, was approved in November 2021. From a local news article published in March 2022, the City of San Angelo Economic Development Director states, "Both the City and County have worked tirelessly for years to advance recognition of the I-14 corridor and to move it through the legislative processes. I-14 is anticipated to intersect with I-27 in San Angelo, so this is a game changer for our ability to attract businesses and industry to San Angelo, Tom Green County and the Concho Valley." While the actual implementation of these two major highways is still in the early planning phases, it is a major milestone for the region.

The farthest county, Mason, is over 100 miles away from San Angelo and is approximately the same distance, in miles, to Austin, a much larger metropolitan city. However, due to the PSA, a person who resides in Mason could not necessarily receive supportive services from the Area Agency on Aging in the Austin PSA due to designated funding allocations based on key target population for each service region. Mason County is also the only county that does not mirror the AAA service region in regard to Transportation services; instead, Mason County transportation services falls within the Texas Department of Transportation (TXDOT) planning region and is considered part of the Hill Country Transit District.

Since Concho Valley Transit had initiated the "Free Rural Rides" program, Mason County residents had wanted to explore this option to travel to San Angelo. This was one barrier that had been voiced over the years by residents of Mason County and was most recently addressed by the AAACV, Concho Valley Transit, and Hill

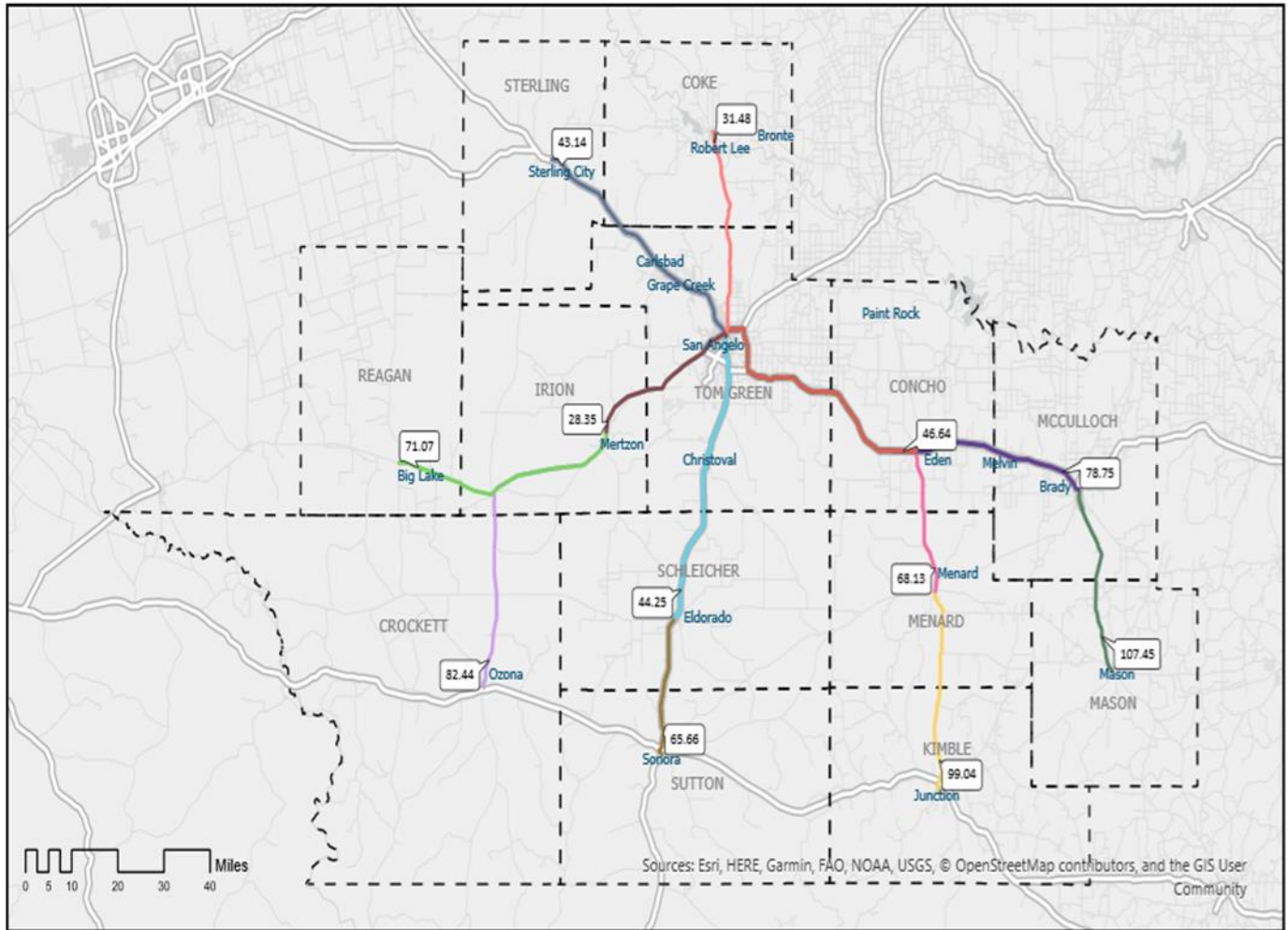


Country Transit, in an effort to identify, analyze, and remedy issues. Beginning in August 2019 and after several months of discussions, meetings at various levels with community members, bus riders, Nutrition and Transit staff, elected officials, disseminating surveys, and hosting public forums, it was identified that there was not enough demand to feasibly host a route in which Hill Country and Concho Valley Transit could combine efforts to logistically bridge the gap in merging service regions between Mason County and McCulloch County that would be advantageous to the rider.

Essentially, Hill Country Transit would have driven Mason County residents in to McCulloch County, CVT Bus Depot; at that point, the Mason County rider transitions to the CVT bus and could utilize the county bus to travel within city limits. The trip from Mason to McCulloch would be sponsored by the AAACV, as long as it was an eligible, authorized AAACV client. There would be no charge for the Mason resident in CVT because of the Free Rural Rides initiative; however, all trips within McCulloch would have needed to be planned out ahead of time for proper coordination of trips.

To make this connection, they would have needed to leave Mason by 7am, to make it to Brady by 8am (at the latest), after picking up residents from their homes; a rider could then anticipate to be back in Mason, no earlier than possibly 5:30pm. Once riders understood the logistics, it presented additional hardships and the interest was not as prevalent, since not a necessity, and had been sought with the intention of a leisurely trip. Mason County residents who had been involved with these discussions stated that they were appreciative of the time, consideration, and collaboration that AAACV, CVT and HCTD had offered in addressing their request. It was agreed by all parties and communicated to the residents, local elected officials, and Nutrition and Transit staff that this matter could be re-visited and assessed again at any time if it appeared that there was a greater need. Please see the map below for a better visualization of the rural geographic makeup of the 12 surrounding counties to Tom Green/San Angelo, in which the AAACV office is located.

In January 2022, the Area Agency on Aging was notified by the Hill County Transit District of a change to their transportation service delivery for Mason County residents. Effective immediately, the HOP would be following a similar model as described above as the "Free Rural Rides" initiative that Concho Valley Transit had previously implemented. Residents in Mason County would utilize the public transit option, free of charge, for trips within the county.



Name	Total_Minutes	Total_TravelTime	Total_Miles
San Angelo, TX, USA — Big Lake, TX, USA (Reagan County)	70.932871	74.478842	71.074173
San Angelo, TX, USA — Brady, TX, USA (McCulloch County)	69.243035	72.68997	78.753676
San Angelo, TX, USA — Eden, TX, USA (Concho County)	41.105321	43.042033	46.638762
San Angelo, TX, USA — Eldorado, TX, USA	42.841765	47.03859	44.252846
San Angelo, TX, USA — Junction, TX, USA	91.252425	93.823872	99.042346
San Angelo, TX, USA — Mason, TX, USA (Mason County)	97.086579	101.062948	107.454118
San Angelo, TX, USA — Menard, TX, USA	60.509246	62.377345	68.132474
San Angelo, TX, USA — Mertzson, Texas	29.116046	31.080277	28.34669
San Angelo, TX, USA — Ozona, TX, USA	79.935687	82.604784	82.437799
San Angelo, TX, USA — Robert Lee, TX, USA	32.137426	33.019686	31.480479
San Angelo, TX, USA — Sonora, TX, USA	63.941799	69.365803	65.65911
San Angelo, TX, USA — Sterling City, TX, USA	39.199498	41.853464	43.136177



Description: CVCOG AAA Program Service Area with Route Distances labeled in miles



San Angelo is home to one large medical facility, Shannon Medical Center, which also maintains a number of rural clinics, Goodfellow Airforce Base, and according to the San Angelo Chamber of Commerce website, “has consistently been ranked as one of the best small cities for business and employment.” To keep Seniors active throughout the year, the following options in recreational activities are available to choose from: San Angelo has a State Park, the Concho River/River Walk, Lake

Nasworthy, Nature Center, the International Waterlily Collection, Angelo Civic Theater, San Angelo Museum of Fine Arts, the annual Stock Show and Rodeo, along with numerous events held throughout the year at Fort Concho, Angelo State University, Station 618 Senior Center, and other community organizations throughout the city. Concho Valley Transit offers public transportation, with updated technology options for mapping out trips, such as “Where’s my Bus?” and updated options for payment services; individuals with disabilities, Seniors and informal Caregivers may coordinate application assistance for transportation through the CV ADRC, AAACV, or CVT, as well as, for Transportation Demand Response services.

## Description of Service System

The Area Agency on Aging of the Concho Valley offers a number of services aimed to help meet the needs of older adults, older adults with disabilities, their caregivers, and their family members to maximize the ability to continue aging in place, living at home independently for as long as possible. Each AAA service region's needs will vary depending on the composition of that particular Planning and Service Area (PSA). The following services have primarily been offered by AAACV or will be offered in the coming planning years based on input from clientele, their caregivers, other family members, service providers, community members, advisory committee members, local elected officials, unmet needs reports, and other identified factors that have influenced the need for these services to be prioritized as most in demand for the Concho Valley region.

Since the AAACV is one of the smallest Area Agencies on Aging in Texas and due to the rural landscape, the agency has made a concerted effort to cross-train staff in relevant and appropriate programs within AAA and CVCOG operations to maximize the value and resources when delivering services on behalf of all clients, programs, funding sources, ensuring that we are avoiding duplication of work, accurately reporting per program requirements, and that funds accurately reflect the corresponding work activities. The AAA Director, AAA Operations Manager, and Managing Local Ombudsman (MLO) are the primary staff responsible for training program staff on core programs, service delivery, expectations on how to accurately record work activities to the appropriate funding source, and all other relevant and required job tasks. The Director, Operations Manager, and MLO will oversee staff/volunteers and are responsible for reviewing timesheets for accuracy to the tools we have in place, validating activities to coding, prior to final approval of timesheet, respective to each role.

In addition to these three full-time staff, there are an additional seven full-time staff whose primary focus is AAACV program management. There are three to four full-time AAA Program Coordinators who are cross-trained amongst the majority of AAA programs, or have a baseline skillset of all AAA programs, but are assigned to core programs. We currently have three AAA Program Coordinators, with one focused primarily on the Care Coordination and Caregiver clientele (Case Management), another is a certified Benefits Counselor who is also skilled to assist with intakes for Case Management and a third Program Coordinator who is primarily responsible for the AAA Nutrition program but is also a Certified Benefits Counselor. The Nutrition Program Coordinator is primarily focused on working with the eight

Nutrition providers and participants of the Congregate/Home Delivered programs, completing the respective Data Management tasks, and working closely with the Director to ensure quality monthly nutrition fiscal and data reporting. All three Certified Benefits Counselors are cross-trained in ADRC MIPPA. MIPPA is Medicare Improvements for Patients and Providers Act with the initiative being focused on Medicare beneficiaries with limited income and assets to learn about program that may save them money on their Medicare costs. Through ADRC functions, our Benefits Counselors are focused on outreach and awareness activities to eligible Medicare Beneficiaries, especially those who are:

- Low-income with limited resources
- Residents of rural areas
- Members of American Indian, Alaskan Native, and Native Hawaiian communities
- People with disabilities under age 65
- Speakers of English as a second language

Through Area Agency on Aging functions, with MIPPA grant funds, the Benefits Counselors can educate and assist Medicare beneficiaries about existing programs that can help them save money on their health care costs. These programs include:

- **Medicare Part D Low-Income Subsidy (LIS)/Extra Help:** Administered by the Social Security Administration, this program helps to lower Medicare Part D costs – including out-of-pocket costs for premiums, deductibles, and prescription drugs – for beneficiaries who meet certain income and resource eligibility requirements.
- **Medicare Savings Programs (MSPs):** Administered by state Medicaid agencies, MSPs can help pay some Medicare costs for health care, including Medicare Part B premiums, for eligible beneficiaries. These programs have four levels of benefits, each with its own eligibility requirements: Qualified Medicare Beneficiary (QMB), Specified Low-Income Medicare Beneficiary (SLMB), Qualifying Individual (QI), and Qualified Disabled Working Individual (QDWI).
- **Medicare Preventive Services:** MIPPA grantees also educate the community about Medicare Preventive Services, which cover many

preventive health services such as the “Welcome to Medicare” preventive visit, yearly “Wellness” visits, vaccinations like the flu and COVID-19, screenings for cancer and heart disease, and more. These services are available to all Medicare beneficiaries, regardless of their income and assets.

Between 2017 – 2022, the role of the full-time Managing Local Ombudsman and, at one point, one of the Program Coordinators had grown to build program capacity, utilizing the cross-training model with an approved waiver through the Office of the State Long-term Care Ombudsman program. The MLO was trained to complete activities related to Benefits Counseling, IRA and complete volunteer recruitment on behalf of both programs. The Program Coordinator was a Certified Ombudsman and trained in completing AAA Case Management/Benefits Counseling activities. This particular staffing composition had been especially beneficial due to the required monthly outreach and facility visit components of the Benefits Counseling and Ombudsman programs which require frequent, consistent travel to the rural counties; while in one of the counties for other duties, this Program Coordinator was equipped to complete home visits while in the counties, complete outreach – including presentations or participating in health fairs (while meeting reporting requirements) and scheduling visits to build community partner relationships.

In the fall of 2022, the AAACV was notified by the Office of the State Long-term Ombudsman that the waiver for the Managing Local Ombudsman role would no longer be a viable option moving in to the FY '24 Fiscal Year due to the limited amount of time the MLO had been able to dedicate to the program. While AAACV did have a Certified Staff Ombudsman who was completing the monthly/quarterly field work, the requirement is that the host agency, CVCOG AAA, must have a Managing Local Ombudsman who is working full-time on Ombudsman functions. Therefore, in 2023, the AAACV staffing model was modified to seek, hire and retain a full-time MLO. For the immediate future there will only be this single position who is responsible for the majority of the Ombudsman program expectations, relying heavily on volunteer recruitment efforts to re-build program capacity.

There are currently three full-time Administrative Assistant positions who are cross-trained between 211 Texas Information and Referral Services or Aging and Disability Resource Center, along with cross-trained on AAA functions like Information, Referral and Assistance (IRA), Data Management functions, and quality assurance tasks. Job duties for these positions may vary throughout the year as they complete supportive program tasks, specifically for the Care Coordination and Caregiver programs, assisting Benefits Counseling staff with similar tasks during its peak season, Medicare Part D Open Enrollment, or assisting

the Nutrition program with high peak times for intakes or during Rate Setting or monitoring visits.

The AAACV may also utilize a seasonal Administrative Assistant to complete tasks on behalf of the AAA Director and Operations Manager, throughout the year, as needed. We have also partnered with Angelo State University, Howard College and Workforce Solutions of the Concho Valley to utilize internship opportunities. We have placed Bachelor's and Graduate students of Angelo State University's Social Work program, Nursing students from Angelo State and Howard College and during the summer months have placed younger adults, new to the workforce, through a program that Workforce Solutions offers; these placements are unique because the individual placed with our agency actually receives payments from the Workforce Solutions program, based on the hours worked and tasks completed, including evaluation and feedback, from the Area Agency on Aging. While the Area Agency on Aging benefits from being able to build temporary program capacity and relieve the full-time staff of entry-level work, there is a large buy in from the AAACV and staff to complete training, monitoring, and ensuring quality customer service for these short-term placements. However, the benefit is the exposure to our target populations, service delivery models, and awareness on local, State and National resources available. This has been the most consistent feedback we receive from interns/Field Students, is that they were not aware of all the services available. Most students do end up moving out of our service region, but are equipped with the knowledge of how to locate similar agencies/services in other parts of the state or nationally.

English is the primary language spoken within the region, with Spanish serving as the next most requested language. At least 50% of the AAACV is bilingual in Spanish, and all staff are able to utilize Language Line.

Promotion of the CVCOG office location, hours, website, referral process and overview of services is promoted via printed documentation, through use of social media, email, websites, public service announcements, outreach events, community partner/networking meetings, radio/television interviews, and word of mouth.

## Focal Points

**Table 3. Focal Points in the Planning and Service Area**

<b>Community Served</b>	<b>Name and Address of Focal Point</b>	<b>Services Provided</b>	<b>Services Coordinated with Other Agencies</b>
Coke	Bronte Senior Citizens Center 613 East Oliver St. Bronte, TX 76933	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Coke	Robert Lee Senior Center 1402 Austin St Robert Lee, Texas 76945	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Concho	Housing Authority	AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman services to the HDM clientele	Information and Assistance
Crockett	Crockett County Senior Center 1 State Hwy. 163 N. Ozona, Texas 76943	AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Crockett	Helping Hands for the Elderly, Inc 1 State Hwy. 163 N. Ozona, Texas 76943	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman services to the HDM clientele	Information and Assistance



<b>Community Served</b>	<b>Name and Address of Focal Point</b>	<b>Services Provided</b>	<b>Services Coordinated with Other Agencies</b>
Irion	Irion County Community Center 112 W. Duncan Ave. Mertzson, Texas 76941	AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Kimble	Kimble County Meals on Wheels 404 College Street Junction, Texas 76849	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Mason	Mason County Multiservice Center 505 Moody St. Mason, TX 76856	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
McCulloch	Sunset Center	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Menard	Menard Community Center 301 W. Travis Menard, Texas 76859	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Reagan	Reagan County Library 300 Courthouse Square Big Lake, TX 76932	AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance

<b>Community Served</b>	<b>Name and Address of Focal Point</b>	<b>Services Provided</b>	<b>Services Coordinated with Other Agencies</b>
Schleicher	Eldorado Service Center	AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Sterling	Sterling County Senior Center 410 Stadium Lane Sterling City, Texas 76951	AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Sutton	City of Sonora Senior Center 102 S. Wilson Sonora, Texas 76950	Congregate, Home Delivered, Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Tom Green	Christian Village 4225 Billie Bolin Dr. San Angelo, Texas 76904	Congregate and Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Tom Green	Santa Fe Crossing Senior Center 702 South Chadbourne San Angelo, Texas 76903	Congregate and Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Tom Green	Oak Grove 4359 Oak Grove Blvd. San Angelo, Texas 76904	Congregate and Nutrition Education; AAA staff utilize the site to provide IRA, Benefits Counseling, Case Management, Ombudsman	Information and Assistance
Region	Concho Valley Community Action Agency	IRA	Income Support, Residential Repair, Emergency Housing

<b>Community Served</b>	<b>Name and Address of Focal Point</b>	<b>Services Provided</b>	<b>Services Coordinated with Other Agencies</b>
Region	Concho Valley Regional Food Bank Social Services program	IRA	Regional food bank and Medicaid Application assistance/renewals
Region	Shannon Medical Center – Case Management	IRA	Possible financial assistance with medications, health maintenance, and medical bills; other support services
Region	Baptist Retirement Community	IRA	Long-term housing, Alzheimer’s education and awareness
Region	Adult Protective Services	IRA	Emergency services, income support
Region	Disability Connections	IRA	Center for Independent Living
Region	Concho Valley Transit	IRA	Urban and Rural Public Transportation
Region	Galilee Development Corporation	IRA, Chore Maintenance, Residential Repair	Housing repairs and modifications

## **Role in Interagency Collaborative Efforts**

Within the Concho Valley Council of Governments there are several programs that are administered focused on services for older adults, caregivers, individuals with disabilities, and volunteerism. The 211 Texas program serves as a comprehensive information and referral program for the Concho Valley region, is an AIRS Accredited agency, and has five certified information specialists, three certified resource specialists, and four certified in aging and disability services specialists. The AAACV staff interact with 211 staff on a daily basis, are able to call via internal phone extension, email, chat or in person to request assistance with identifying available resources in the region, state, or nationally; the AAACV staff can also rely on 211 staff to network and advocate to identify resources to help address unmet needs in the community.

The Concho Valley Aging and Disability Resource Center, which was implemented under the CVCOG umbrella in September 2019, has allowed AAACV staff to see an increase in clientele and families from the target population of individuals with development disabilities (IDD). Through the CV ADRC, a new contract was established with MHMR of the Concho Valley for MHMR to provide respite services for caregivers of individuals with developmental disabilities. This partnership has allowed for AAACV staff, who are cross-trained in ADRC activities, to also provide more awareness to MHMR staff on AAACV services to further educate and refer individuals who may qualify for AAACV services to contact the AAACV. The ADRC has also allowed the AAACV to gain better awareness in regard to Housing needs/inventory. There has been an increase of calls to the CVCOG offices of individuals seeking assistance with affordable senior housing and while being screened for those services, they are also educated on AAACV services, if deemed eligible, which they may not have connected with AAACV prior to this call unless they were specifically in need of a service that AAACV was able to offer at that time.

The CVCOG also houses three programs administered through the Corporation for National and Community Service: Foster Grandparents Program (FGP), Retired and Senior Volunteer Program (RSVP), and Senior Companions Program (SCP). The AAACV coordinates with FGP/SCP/RSVP staff throughout the year to identify opportunities to provide education and awareness on "hot topics" in AAACV services to program participants; when fitting, the AAACV is also able to provide informational flyers on available services to mail outs that FGP/SCP/RSVP staff will be completing. Program participants may be from any of the 13 counties within the

Concho Valley region. AAACV will also utilize RSVP volunteers for various projects throughout the year. Some examples include: community needs assessment survey mail outs; preparing outreach/awareness materials for presentations; assisting with EBI programs as a trainer, coach, or other support staff; and assisting at events that the AAACV hosts like information fairs, Medicare enrollment kick-off event, etc.

The AAACV has also built strong partnerships with the following community partners: Adult Protective Services, Angelo State University Social Work program, Baptist Retirement Communities, Concho Valley Community Action Agency, Concho Valley Regional Food Bank – SNAP Education Coordinator, Disability Connections (Center for Independent Living), Esperanza Clinic, Galilee Community Development Corporation, Good Samaritan Resource Center (Brady), Hospice of San Angelo, Meals for the Elderly, My Health My Resources (Local Mental Health Authority) Regional TX HHS Community Care Services, Shannon Case Management, MAXIMUS - LTSS Coordinator, the regional Wesley Nurse program, and West Texas Rehab. These agencies/staff are well versed in the services that AAACV currently offers, the planning, coordination, advocacy, and identification of unmet needs that AAACV completes on behalf of the target population; we all have mutual intentions in bridging gaps, maintain fluid communication amongst agencies/staying up-to-date, minimizing duplication of efforts, and maximizing services for clients with a consistent, reliable customer service model throughout all agencies.

## Section 6. Preparedness Assessment

Legal Reference: OAA 2020 306(b)

### Projected Population Changes

Describe how prepared the AAA and services providers in the PSA are for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted (2025 through 2035)

The Area Agency on Aging of the Concho Valley utilized the demographic and population projection data provided by HHSC to describe the projected change in the number of older individuals in the PSA during the 10-year period (2025 – 2035).

# Analysis of Population Changes

Include three analyses:

1. How the population change in the PSA may affect individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural areas, and other individuals with limited English proficiency.

In reviewing the projected population change for individuals 60 years of age and older, within the 13 county Concho Valley region, between the years 2025 – 2035, there is an estimated growth of 2.1%, equivalent of an estimated 904 individuals. Statewide projections for this same timeframe for the 60+ population is 25.2% growth. Concho Valley AAA feels that the estimated growth for our region over the next 10 years is manageable and consistent with the historical growth for the region. There are no major concerns about negative impacts from the projected growth for individuals with low incomes, individuals with greatest economic needs, minority older individuals, older individuals residing in rural areas, and other individuals with limited English proficiency. We do not anticipate any significant changes or restrictions in staffing nor service delivery based on this projected growth, nor do we anticipate this will majorly impact similar community partners. The projection analysis will be shared with the public, community partners, advisory members, etc. to allow for additional future planning as well.

The projected population “age 60 and over” in 2025 for the Concho Valley region is 43,546; by 2035, the estimated projection for this same age group is 44,450. Statewide projections for the 60 and over population in 2025 is 6,469,672; by 2035, the estimated projection for this same age group is 8,100,765, which is a difference of 1,631,093 individuals.

In further analysis of the data provided by HHS, is the projected number of individuals age 85 and older.

For the Concho Valley region, this specific age group, in 2025 is projected to be 3,550 and increase by 1,580 individuals to a total of 5,130 by 2035, with an estimated 34.7% growth in these 10 years for this age group. Statewide projections for individuals 85 and older are expected to increase by 68.7% between 2025 and 2035.

2. How the programs, policies, and services provided by the AAA can be improved, and how much resource levels can be adjusted to meet the needs of the changing population of older individuals in the PSA;

The Area Agency on Aging of the Concho Valley will continue to utilize presenting and historical needs, trends, service gaps analysis, feedback from consumers, caregivers, service providers, Advisory and Board members, and local data reporting to identify any needed changes to programs, policies and services provided by the AAA.

3. How the change in the number of individuals aged 85 and older in the PSA is expected to affect the need for supportive services.

Based on presenting needs for individuals 85 years and older, serviced by the Area Agency on Aging of the Concho Valley, a number of individuals from this age group tend to have a Caregiver relationship, so we do anticipate the Caregiver client population to continue to trend upwards. For individuals who are 85 and older and continue to be self-sufficient, live at home independently, some of the specific requests our agency has identified is the need for home repairs/modifications, such as shower/tub conversion to minimize falls, raised toilet seats, grab bars in the bathroom area, widening of doors for use of mobility devices. Additional service requests have been for Transportation, Income Support and Health Maintenance. Some of the issues identified: no longer comfortable driving, medical concerns that no longer allow the person to drive themselves, non-working vehicles, or cost of vehicle maintenance, including fuel; fixed incomes with rising costs for monthly household living expenses, lack of support network, new or additional costs related to incontinence supplies that are not covered by an existing program. The AAACV works closely with other community partners when needs can not solely be met by AAA services to ensure the client is connected with any available resources.



## Capacity Building

Provide future recommendations on how the AAA could collaborate with government officials, State agencies, tribal organizations, and local entities to build the capacity in the PSA to meet the needs of older individuals for:

- Health and human services,
- Land use,
- Housing,
- Transportation,
- Public Safety,
- Workforce and economic development,
- Recreation,
- Education,
- Civic engagement,
- Emergency preparedness
- Protection from elder abuse, neglect, and exploitation,
- Assistive technology devices and services, and
- Any other service as determined by the AAA.

## SWOT Analysis

The SWOT analysis consists of identifying Strengths, Weaknesses, Opportunities, and Threats. In Table 4, list the ways the AAA will address population changes in the PSA (during the 10-year period of 2025 – 2035), including: exploring new solutions to problems, identifying barriers that will limit the ability to achieve goals and/or objectives, deciding on the direction that will be most effective, revealing possibilities and limitations to change, and revising plans to best navigate systems, communities, and organizations.

**Table 4. Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis**

<b>Strengths</b>	<b>Weaknesses</b>	<b>Opportunities</b>	<b>Threats</b>
Long standing established community partnerships	Lack of contracted provider pool	Exploring with new partners/contractors, the AAA service delivery and what has worked/not worked in the past	Restrictions on staff productivity as it relates to current expected units rates for Benefits Counseling, Care Coordination, Caregiver
Continual support and engagement from CVCOG Executive Committee (Governing Board) and Advisory Committee	More training and education needed for all staffing levels on core content, including Administratively on match requirements	Establish networking opportunities with similar size and composition AAAs	Changes to Service Definitions for increased number of services that must be contracted
Internal CVCOG partnerships that allow for continued growth – examples: Concho Valley Transit, Senior Corps, Regional Head Start	More guidance on how to locally implement annual Caregiver conferences	Partnerships with Baptist Retirement, Shannon Medical Center, and TSHL to expand AAA program capacity.	Lack of available streamlined training for key roles of the AAA, especially those requiring certifications, like Benefits Counselor.
Currently, Concho Valley has the highest number of TSHL representatives, in recent	Not currently offering enough Caregiver education and training	Identifying other experts on aging/caregiver related topics within the region	Service delivery impacts when there is staff turnover for positions requiring certifications: Benefits

history, for our region	opportunities		Counseling and Ombudsman
			Changing trends related to the traditional workforce applicant pool for AAA positions
			Increased rates/costs may limit service authorizations, if no significant funding increases
			Evidence Based Intervention requirements have been difficult to meet, due to demands on Admin. Contract/oversight, costs for EBI implementation, consistent client participation.

## Stakeholder and Public Input (Statewide)

In 2021, as part of the [Aging Texas Well Initiative](#), HHSC conducted a statewide survey to identify the current and future needs and priorities of older adults, informal caregivers of older adults, and social service providers supporting older adults. Data analysis identified the following top priorities for each group:

- Older Adults
  - ▶ Physical health
  - ▶ Access to services and support in the community
  - ▶ Access to social engagement opportunities
- Informal Caregivers of Older Adults
  - ▶ Mental health
  - ▶ Physical health
  - ▶ Work strains and issues
- Service Providers Supporting Older Adults
  - ▶ Collaboration and coordination
  - ▶ Funding
  - ▶ Staffing
  - ▶ Addressing social isolation
  - ▶ Addressing food insecurity
  - ▶ Supporting informal caregivers

## Addressing Needs and Priorities within the PSA

**Refer to the list above (in Stakeholder and Public Input subheading) and briefly describe how the identified statewide needs and priorities are potentially impacting the local AAA's planning and service area (PSA). Include information on how the AAA plans to address the identified needs and priorities of the PSA's older individuals, caregivers, and aging services providers over the next 10 years.**

The Area Agency on Aging of the Concho Valley will continue to utilize already established partnerships, while seeking new opportunities to address unmet needs.

## Section 7. Outreach

Legal References: OAA 2020 306(a)(4) and 306(a)(5)

### Strategy Effectiveness and Best Practices

Describe how effective the AAA's various strategies were in reaching the specific population groups during the previous area plan period (FFY 2021 - FFY 2023):

- Older individuals with greatest economic need,
- Older individuals with greatest social need,
- Older individuals at risk for institutional placement,
- Low-income minority older individuals,
- Older individuals with limited English proficiency, and
- Older individuals residing in rural areas.

Provide a brief description of the strategies, successes, obstacles encountered, and any best practices identified over the course of the previous area plan period (FFY 2021 - FFY 2023). Also include a description on how the AAA had to pivot to provide outreach during the COVID-19 Pandemic. Indicate whether these changes were short-term/temporary changes or longer-term/permanent changes.

## Targeted Outreach Plan

Describe the AAA's outreach efforts that will identify individuals eligible for assistance under the OAA, with special emphasis on:

- Older individuals residing in rural areas,
- Older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas),
- Older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas),
- Older individuals with severe disabilities,
- Older individuals with limited English proficiency,
- Older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).
- Older individuals at risk for institutional placement, specifically including survivors of the Holocaust,
- Older individuals who are Native Americans, and
- Caretakers of all the older individuals listed above.

If possible, indicate where these special emphasis populations are generally located and/or concentrated within the PSA. Enter text here

# Targeting Report

The purpose of the targeting report is to show how effective the AAA’s targeting efforts were in serving specific population groups within the planning and service area (PSA).

**Table 5: PSA Targeting Report**

Characteristic	Population Age 60 and Over in PSA	Percent Population Age 60 and Over in PSA	Number of Registered Service Recipients in PSA	Percent Number of Registered Service Recipients in PSA	Targeting Goals for FFY 2024
Total 60 and over	38,456	Less than 1%			
Poverty Level (at or below 100% FPL)	3,600	10.2%			
Minority	11,574	30.10%			
Rural Areas	no matching ACS data	no matching ACS data		Unable to calculate	
Household Status (lives alone)	8,870	25.3%			

Data for the columns, “Population Age 60 and Over in PSA” and “Percent Population Age 60 and Over in PSA” are derived from the U.S. Census Bureau Special Analysis 2015-2019 American Community Survey (ACS) Data Analysis for Population Age 60 and Over, with data located on U.S. Administration for Community Living’s [AGID \(Aging, Independence, and Disability Program\) Data Portal/Website](#). Data for the column, “Number of Registered Service Recipients in PSA” is from data pulled from the NAPIS (National Aging Program Information Services) report, where registered services include personal assistance, homemaker, chore, home delivered meals, day activity and health services, case management, assisted transportation, congregate meals, and nutrition counseling.

## Section 8. Goals, Objectives, Strategies

Legal References: OAA 2020 306(a) and 307(a)

This area plan details the interrelated activities which support a responsive, consumer-directed long-term services system that supports older people for each of the Administration for Community Living (ACL) state plan key topic areas. The following Key Topic Areas, State Goals, State Objectives and Outcomes were derived from the ACL approved [2023-2025 Texas State Plan on Aging](#).

Each of the five State Goals is comprised of multiple State Objectives and Outcomes. For each objective and outcome, please provide the corresponding AAA Strategies. Strategies can be thought of as action steps that detail how the needs within the planning and service area (PSA) will be addressed. Identifying the AAA strategies can provide insight to HHSC on how the State Objectives and/or Outcomes are achieved at the local level. ***If there are no AAA strategies associated with a specific objective and/or outcome, please explain (in the AAA Strategies answer) the reason for why it is not applicable within the PSA.***



# **Key Topic Area 1: OAA Core Programs**

OAA core programs are found in Titles III (Supportive Services, Nutrition, Disease Prevention/Health Promotion and Caregiver Programs), VI (Native American Programs), and VII (Elder Rights Programs) and serve as the foundation of the national aging services network.

## **State Goal 1**

**Promote excellence and innovation in the delivery of core Older Americans Act Programs to meet the unique and diverse needs of Older Texans and family caregivers.**

### **State Objective 1.1**

Provide administration and oversight of programs funded through the HHSC Office of Area Agencies on Aging, state general revenue funds, and other federal and/or state funds to ensure a consistent, coordinated, and accountable service delivery model.

#### **Outcome 1.1**

OAA funds are appropriately used to ensure older individuals and their caregivers have access to services that meet their needs and interests.

#### **AAA Strategies 1.1**

Enter text here

### **State Objective 1.2**

Ensure collaboration between Title III (Supportive Services, Nutrition, Disease Prevention and Health Promotion and Caregivers Programs) and Title VI (Native American Programs).

## **Outcome 1.2**

Increase awareness of federally recognized tribes within the state to increase collaboration and appropriate referrals and ensure all eligible older individuals have access to OAAA services provided by Title III or Title VI grantees.

### **AAA Strategies 1.2**

Enter text here

## **State Objective 1.3**

Raise awareness and understanding of the impacts of malnutrition through comprehensive policy review, tool development, and marketing campaigns.

## **Outcome 1.3**

Increase awareness of the signs and symptoms of malnutrition and how to mitigate malnutrition in older individuals.

### **AAA Strategies 1.3**

Enter text here

## **State Objective 1.4**

Protect older Texans from abuse, neglect and exploitation through services designed to detect, assess, intervene, and investigate elder abuse, neglect and financial exploitation.

## **Outcome 1.4**

Increase awareness of the risk for abuse, neglect, and exploitation of older individuals.

### **AAA Strategies 1.4**

Enter text here

## **State Objective 1.5**

Enhance cross agency responses to elder abuse by the HHSC Office of the Ombudsman, legal assistance programs, law enforcement, health care professionals, financial institutions, and other essential partners across the state.

### **Outcome 1.5**

Increase awareness of programs and services available for older individuals experiencing abuse, neglect or exploitation.

### **AAA Strategies 1.5**

Enter text here

## **State Objective 1.6**

Strengthen efforts related to dementia and Alzheimer's Disease.

### **Outcome 1.6**

Increase awareness of dementia and Alzheimer's disease.

### **AAA Strategies 1.6**

Enter text here

## **State Objective 1.7**

Increase awareness of risks for fall related traumatic brain injuries for older individuals.

### **Outcome 1.7**

AAAs, ADRCs, and providers are aware of risks for older individuals associated to falls and how to prevent them.

### **AAA Strategies 1.7**

Enter text here

## **State Objective 1.8**

Strengthen Title III and Title VII services.

### **Outcome 1.8**

Increase in public awareness of aging services across the state.

### **AAA Strategies 1.8**

Enter text here

## **State Objective 1.9**

Integrate discretionary grant activities with OAA core programs and services.

### **Outcome 1.9**

Increase knowledge and awareness of SHIP, MIPPA and SMP programs and services.

### **AAA Strategies 1.9**

Enter text here

## **Key Topic Area 2: COVID-19**

COVID-19 highlighted the overall importance of the services that make it possible for older individuals to live independently, created a national awareness of the impact of social isolation on older individuals and caregivers, and increased awareness of the need to plan for future disasters. It also transformed the aging network by driving rapid innovation to create new approaches that will endure beyond recover. Finally, Congress approved the release of supplemental funding, some of which remains available until expended, for services to support evolving needs related to the pandemic nationwide.

### **State Goal 2**

**Prepare for and increase community engagement during emergencies and disasters that improve resiliency and reduce the impacts of social isolation and loneliness on the health and well-being of older Texans, people with disabilities and their caregivers.**

### **State Objective 2.1**

Support older individuals' behavioral health through awareness of the impacts of social isolation and loneliness and establishing resources and tools to encourage engagement.

#### **Outcome 2.1**

Increase awareness of the risks and impacts of social isolation for older individuals.

#### **AAA Strategies 2.1**

Enter text here

### **State Objective 2.2**

Enhance awareness of the available assistive technology supports and strengthen HHSC partnership with the state assistive entity.

## **Outcome 2.2**

Increase awareness of the state assistive technology entity and the need for assistive technology devices for older individuals.

### **AAA Strategies 2.2**

Enter text here

## **State Objective 2.3**

Increase the aging services network's use of trauma-informed care practices for serving older individuals and their caregivers.

## **Outcome 2.3**

Increase awareness of trauma-informed care and best practices.

### **AAA Strategies 2.3**

Enter text here

## **State Objective 2.4**

Increase the aging services network's knowledge of suicide risks, prevention and resources.

## **Outcome 2.4**

Increase awareness on how to assess a person's mental and behavioral health status.

### **AAA Strategies 2.4**

Enter text here

## **State Objective 2.5**

Support the aging services network's preventative health efforts through the provision of resources and tools that highlight the importance of regular screenings and immunizations.

### **Outcome 2.5**

Increase awareness of available resources and best practices related to preventative health measures.

### **AAA Strategies 2.5**

Enter text here

## **State Objective 2.6**

Strengthen the aging services network's connections to public health and emergency response networks.

### **Outcome 2.6**

Awareness of the availability of telecommunications and virtual sessions.

### **AAA Strategies 2.6**

Enter text here

## **State Objective 2.7**

Increase access to services for older individuals with mobility and transportation issues.

### **Outcome 2.7**

Increase awareness of existing public transportation services, the availability of volunteer and private transportation programs, and knowledge of accessible and assisted transportation services for older individuals.

## **AAA Strategies 2.7**

Enter text here



## **Key Topic Area 3: Equity**

Serving people with the greatest economic and social need means ensuring equity in all aspects of plan administration.

### **State Goal 3**

**Promote activities that ensure equity and access to services for those with the greatest economic and social need.**

#### **State Objective 3.1**

Ensure meals can be adjusted for cultural considerations and preferences.

##### **Outcome 3.1**

Increase awareness for AAAs and service providers of nutritional needs based on cultural and ethnic preferences.

##### **AAA Strategies 3.1**

Enter text here

#### **State Objective 3.2**

Prepare, publish, and disseminate educational materials dealing with the health and economic welfare of older individuals.

##### **Outcome 3.2**

Aging network staff are aware of trends impacting the health and economic welfare of older Texans.

##### **AAA Strategies 3.2**

Enter text here

## **State Objective 3.3**

Increase awareness of available resources and services for older individuals living with Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS).

### **Outcome 3.3**

HHSC OAAA, AAA, and ADRC staff are aware of information and data sources available for older individuals living with HIV/AIDS.

### **AAA Strategies 3.3**

Enter text here

## **State Objective 3.4**

Support participant-directed and person-centered planning for older individuals and their caregivers across the spectrum of LTSS, including home, community, and institutional settings.

### **Outcome 3.4**

Increase awareness of participant-directed and person-centered planning for older individuals and their caregivers.

### **AAA Strategies 3.4**

Enter text here

## **State Objective 3.5**

Ensure access to services for all older individuals with greatest social need, including populations that experience cultural, social or geographic isolation due to minority religious affiliation, sexual orientation or gender identity.

### **Outcome 3.5**

Increase in outreach efforts to underserved populations to ensure all older Texans have access to OAA services.

## **AAA Strategies 3.5**

Enter text here

# **Key Topic Area 4: Expanding Access to Home and Community Based Services**

Home and Community Based Services are fundamental to making it possible for older individuals to age in place.

## **State Goal 4**

**Provide a coordinated system of in-home and community-based long-term care services that enables older Texans and people with disabilities to be active, engaged and supported in their homes and communities.**

### **State Objective 4.1**

Develop a comprehensive, coordinated system of long-term care that enables older individuals to receive long-term care in settings of their choice and in a manner responsive to the needs and preferences.

#### **Outcome 4.1**

Increase awareness of long-term care services and supports that enable older individuals to receive long-term care in settings of their choice.

#### **AAA Strategies 4.1**

Enter text here

### **State Objective 4.2**

Ensure care transitions for older individuals at risk of institutionalization.

#### **Outcome 4.2**

Coordinate information sharing across the aging services network to increase awareness of transition assistance services and facilitate connections with long term services and supports agencies and community programs at the local level.

## **AAA Strategies 4.2**

Enter text here

## **State Objective 4.3**

Enhance integration of health care and social services systems.

## **Outcome 4.3**

Increase knowledge and awareness of all health care and social services available for older individuals.

## **AAA Strategies 4.3**

Enter text here

## **Key Topic Area 5: Caregiving**

Enhance services and supports for caregivers.

### **State Goal 5**

**Promote and enhance activities that provide a coordinated system of services and supports for caregivers.**

#### **State Objective 5.1**

Enhance awareness of caregiving services and supports.

##### **Outcome 5.1**

Increase awareness of caregiving services and supports.

##### **AAA Strategies 5.1**

Enter text here

#### **State Objective 5.2**

Coordinate Title III caregiving efforts with the Lifespan Respite Care program.

##### **Outcome 5.2**

Increase awareness of caregiving resources within the state to ensure appropriate referrals and assistance is provided by the Lifespan Respite Care program.

##### **AAA Strategies 5.2**

Enter text here

## **State Objective 5.3**

Coordinate with the National Technical Assistance Center on Grandfamilies and Kinship families.

### **Outcome 5.3**

Increase coordination with AAAs, ADRCs, and providers with the National Technical Assistance Center on Grandfamilies and Kindship families.

#### **AAA Strategies 5.3**

Enter text here

## **State Objective 5.4**

Monitor and implement recommendations from the Recognize, Assist, Include, Support, & Engage (RAISE) Family Caregiving Advisory Council and Advisory Council to Support Grandparents Raising Grandchildren.

### **Outcome 5.4**

Increase coordination with AAAs, ADRCs, and providers with the National Technical Assistance Center on Grandfamilies and Kinship families.

#### **AAA Strategies 5.4**

Enter text here

## Section 9. Performance Measures

Complete Table 6. Performance Measures using *State Fiscal Year* (SFY) numbers.

**Table 6. Performance Measures**

<b>Performance Measure</b>	<b>Actual SFY 2022</b>	<b>Projected SFY 2024</b>	<b>AAA Strategies</b>
Number of unduplicated active certified Ombudsman			
Number of unduplicated persons receiving care coordination			
Number of unduplicated persons receiving legal assistance (age 60 and over)			
Total care coordination expenditures			
Average cost per care coordination client			
Total legal assistance (age 60 and over) expenditures			
Average cost per person receiving legal assistance			
Cumulative number of visits to assisted living facilities by a certified Ombudsman			





<b>Performance Measure</b>	<b>Actual SFY 2022</b>	<b>Projected SFY 2024</b>	<b>AAA Strategies</b>
Unduplicated number of assisted living facilities visited by an active certified Ombudsman			
Percentage of complaints resolved and partially resolved in nursing homes and assisted living facilities			
Number of unduplicated persons receiving congregate meals			
Number of congregate meals served			
Number of unduplicated persons receiving home-delivered meals			
Number of home-delivered meals served			
Number of unduplicated persons receiving home-delivered meals			
Number of home-delivered meals served			
Number of unduplicated persons receiving homemaker services			
Number of unduplicated persons receiving personal assistance			
Number of homes repaired/modified (residential repair service)			
Number of one-way trips (demand response transportation service)			
Total congregate meal expenditures			
Average cost per congregate meal			
Total home delivered meal expenditures			
Average cost per home-delivered meal			
Total homemaker services expenditures			

<b>Performance Measure</b>	<b>Actual SFY 2022</b>	<b>Projected SFY 2024</b>	<b>AAA Strategies</b>
Average cost per person receiving homemaker services			
Total personal assistance services expenditures			
Average cost per person receiving personal assistance services			
Average cost per modified home (residential repair service)			

## Section 10. Summary of Services

Legal References: 2020 OAA 306(a)(1), 306(a)(2), 306(a)(7); 26 TAC 213(C)(3)

### Provided Services

Please refer to the [HHSC Services Definitions for Area Agencies on Aging Federal Fiscal Year 2023](#).

**Table 7. Services To Be Provided During This Area Plan (FFY 2024 – FFY 2026)**

<b>Service Name (As of FFY 2023)</b>	<b>Provided During this Area Plan? Yes or No</b>	<b>Direct Service of AAA? Yes or No</b>
Area Agency Administration		
Assisted Transportation		
Care Coordination (Case Management)		
Caregiver Counseling		
Caregiver Information Services		
Caregiver Support Coordination (caregiver Case Management)		
Caregiver Support Groups		
Caregiver Training		
Chore Maintenance		
Congregate Meals		
Data Management		
Day Activity and Health Services		

<b>Service Name (As of FFY 2023)</b>	<b>Provided During this Area Plan? Yes or No</b>	<b>Direct Service of AAA? Yes or No</b>
Emergency Response		
Evidence-Based Intervention (Health Promotion)		
Health Screening and Monitoring (Health Promotion)		
HICAP Assistance		
Home Delivered Meals		
Homemaker		
Homemaker - Voucher		
Income Support		
Information, Referral and Assistance		
Instruction and Training		
Legal Assistance – 60 years and older		
Legal Awareness (Legal Outreach)		
Mental Health Services (Health Promotion)		
MIPPA Outreach and Assistance		
Nutrition Consultation		
Nutrition Counseling		
Nutrition Education		
Ombudsman		
Outreach		
Participant Assessment – Access and Assistance		
Participant Assessment – Nutrition Services		
Personal Assistance		

<b>Service Name (As of FFY 2023)</b>	<b>Provided During this Area Plan? Yes or No</b>	<b>Direct Service of AAA? Yes or No</b>
Physical Fitness (Health Promotion)		
Public Information Services		
Recreation (Health Promotion)		
Residential Repair		
Respite In Home		
Respite Out of Home		
Respite Out of Home, Overnight		
Respite - Voucher		
Senior Center Operations		
Social Reassurance		
Special Initiative		
Transportation		
Transportation - Voucher		
Visiting		

## Service Delivery Narratives

In this section, provide narrative descriptions for **all** services that are anticipated to be provided during this area plan period (FFY 2024 through FFY 2026). Please refer to Table 7 and include all services that were indicated as **Yes** in the column for: *Provided During this Area Plan?*

Describe each service using the “5 Ws and H” approach:

- What service is being provided in the PSA?
- Who is the targeted audience of the service within the PSA?
- Where will the service be provided in the PSA? (For example, the specific geographical area, facility or physical building, provided in-person and/or virtual, etc.).
- When will the service be provided in the PSA? Describe duration and frequency of the service.
- Why is it important to provide the service in the PSA? Describe unmet needs and barriers older individuals experience.
- How is the service being provided in the PSA? Include whether the service is contract, sub-recipient agreement or provided as a direct service. Identify service providers in the PSA and the counties served by each provider.

This section includes sub-headings to categorize similar services together. Although a service may fit into multiple categories, it is only required to provide a single narrative for that particular service. The sub-headings/categories begin on the next page and are as follows: AAA Administrative Functions; Case Management Services; Information and Assistance Services; Transportation Services; Nutrition Services; Legal Services; Caregiver Services; In-Home Services; Health Services (physical, mental and behavioral); Evidenced-Based Interventions (EBIs); and All Other Services to Assist Independence.

# AAA Administrative Functions

Enter text here



## **Case Management Services**

Enter text here

# Information and Assistance Services

Enter text here

# Transportation Services

Enter text here.

## **Nutrition Services**

Enter text here

## **Congregate Meals**

Enter text here

## **Home Delivered Meals**

Enter text here

## **Legal Services**

Enter text here.

## Caregiver Services

Enter text here.

## **In-Home Services**

Enter text here

## **Health Services (physical, mental, and behavioral)**

Enter text here



# Evidence-Based Interventions (EBIs)

Enter text here

## **All Other Services to Assist Independence**

Enter text here.

## Section 11. Direct Service Waiver

Legal References: OAA 2020 307(a)(8); 26 TAC 213.155

To ensure compliance with the OAA direct service provision requirements and the state's approved state plan on aging, AAAs must request HHSC approval to provide Title III services directly. Please refer to the Method of Service Provision column in the [HHSC Services Definitions for Area Agencies on Aging Federal Fiscal Year 2023](#).

As per AAA Bulletin 22-02 AAAs Providing Services Directly (from November 04, 2022), the following services **do not** require HHSC approval:

- Case Management (Care Coordination and Caregiver Support Coordination)
- Information and Assistance (Information, Referral and Assistance and Caregiver Information Services)
- Services directly related to the AAA's administrative functions (Area Agency Administration, Data Management, and Instruction and Training)
- Outreach (Legal Awareness, Outreach and Public Information Services)
- Legal Assistance services which are provided directly by a certified benefits counselor; and
- Ombudsman Services which are provided directly by a certified ombudsman.

Indicate (**yes** or **no**) whether the AAA will provide any direct service that requires HHSC approval during the effective period of this area plan (FFY 2024 through FFY2026). If **yes**, also indicate the direct service(s).

Enter text here

# Direct Service Waiver Form 1

All area agencies on aging (AAAs) must complete a Direct Service Waiver form to request approval to provide supportive, in-home, or nutrition service as a direct service. A direct service is defined as a service activity provided to an eligible person performed directly by a AAA employee or volunteer.

**Table 8. Direct Service Waiver Form 1**

Topic	Response
Name of AAA.	Enter text here
Identify the direct service being requested.	Enter text here
Identify the time period for which the AAA will provide the direct service, not to extend past the effective period of this area plan.	Enter text here
Condition A: Provision of the direct service by the AAA is necessary to assure an adequate supply of such service.	Respond with yes or no If yes, enter an explanation
Condition B: The service is directly related to the AAA’s administrative functions.	Respond with yes or no If yes, enter an explanation
Condition C: The service can be provided more economically, and with comparable quality, by the AAA.	Respond with yes or no If yes, enter an explanation
Specify the area(s) within the PSA for which the AAA will provide the direct service.	Enter text here

# Direct Service Waiver Form 2

All area agencies on aging (AAAs) must complete a Direct Service Waiver form to request approval to provide a supportive, in-home, or nutrition service as a direct service. A direct service is defined as a service activity provided to an eligible person performed directly by a AAA employee or volunteer.

**Table 9. Direct Service Waiver Form 2**

Topic	Response
Name of AAA.	Enter text here
Identify the direct service being requested.	Enter text here
Identify the time period for which the AAA will provide the direct service, not to extend past the effective period of this area plan.	Enter text here
Condition A: Provision of the direct service by the AAA is necessary to assure an adequate supply of such service.	Respond with yes or no If yes, enter an explanation
Condition B: The service is directly related to the AAA’s administrative functions.	Respond with yes or no If yes, enter an explanation
Condition C: The service can be provided more economically, and with comparable quality, by the AAA.	Respond with yes or no If yes, enter an explanation
Specify the area(s) within the PSA for which the AAA will provide the direct service.	Enter text here

# Direct Service Wavier Form 3

All area agencies on aging (AAAs) must complete a Direct Service Waiver form to request approval to provide a supportive, in-home, or nutrition service as a direct service. A direct service is defined as a service activity provided to an eligible person performed directly by a AAA employee or volunteer.

**Table 10. Direct Service Waiver Form 3**

Topic	Response
Name of AAA.	Enter text here
Identify the direct service being requested.	Enter text here
Identify the time period for which the AAA will provide the direct service, not to extend past the effective period of this area plan.	Enter text here
Condition A: Provision of the direct service by the AAA is necessary to assure an adequate supply of such service.	Respond with yes or no If yes, enter an explanation
Condition B: The service is directly related to the AAA’s administrative functions.	Respond with yes or no If yes, enter an explanation
Condition C: The service can be provided more economically, and with comparable quality, by the AAA,	Respond with yes or no If yes, enter an explanation
Specify the area(s) within the PSA for which the AAA will provide the direct service.	Enter text here

## **Section 12. Data Use Agreement**

Enter text here

## Section 13. Disaster Plan

Legal References: OAA 2020 306(a)(17) and 307(a)(17); 26  
TAC 213.11 and 213.151

### Aging Services Disaster Plan

Enter text here



# Assurances

## Older Americans Act, As Amended in 2020

### Section 306, Area Plans

By signing this document, the authorized officials commit the Area Agency on Aging to performing all listed assurances and activities as stipulated in the Older Americans Act, as amended in 2020.

(a) Each area agency on aging designated under section 305(a)(2)(A) shall, in order to be approved by the State Agency, aka Texas Health and Human Services Commission (HHSC), prepare and develop an area plan for a planning and service area for a two-, three-, or four-year period, as determined by HHSC, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with Section 307(a)(1). Each such plan shall –

(1) provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, modernization, or construction of multipurpose senior centers (including a plan to use the skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to older individual work), within the planning and service area covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older adults with low incomes residing in such area, the number of older adults who have greatest economic need (with particular attention to low income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals who have greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals at risk for institutional placement residing in such area, and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community), evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or

multipurpose senior centers in such area, for the provision of such services or centers to meet such need;

(2) provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services.

(A) services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services);

(B) in-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

(C) legal assistance;

and assurances that the area agency on aging will report annually to HHSC in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

(3) (A) designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers (including multipurpose senior centers operated by organizations referred to in paragraph (6)(C) as such focal point; and

(B) specify, in grants, contracts, and agreements implementing the plan, the identify of each focal point so designated;

(4) (A)(i)(I) provide assurances that the area agency on aging will -

(aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;

(bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and

(II) include proposed methods to achieve the objectives described in items (aa) and (bb) of sub-clause (I);

(ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will -

(I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English

proficiency, and older individuals residing in rural areas in the area served by the provider;

(II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and

(iii) with respect to the fiscal year preceding the fiscal year for which such area plan is prepared -

(I) identify the number of low-income minority older individuals in the planning and service area;

(II) describe the methods used to satisfy the service needs of such minority older individuals; and

(III) provide information on the extent to which the area agency on aging met the objectives described in clause (i).

(B) provide assurances the area agency on aging will use outreach efforts that will

(i) identify individuals eligible for assistance under this Act, with special emphasis on -

(I) older individuals residing in rural areas;

(II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(IV) older individuals with severe disabilities;

(V) older individuals with limited English proficiency;

(VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(VII) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and

(i) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance; and

(C) contain an assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems

development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

(5) provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities;

(6) provide that the area agency on aging will –

(A) take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan;

(B) serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals;

(C)(i) where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families;

(ii) if possible regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that—

(I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or

(II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirements under section 676B of the Community Services Block Grant Act; and

(iii) make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings;

(D) establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, family caregivers of such individuals, representatives of older individuals, service providers, representatives of the business community, local elected officials, providers of veterans' health care (if appropriate), and the general public, to advise continuously the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan;

(E) establish effective and efficient procedures for coordination of –

(i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and

(ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;

(F) in coordination with the State agency and with the State agency responsible for mental and behavioral health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental and behavioral health services (including mental health screenings) provided with funds expended by the area agency on aging with mental and behavioral health services provided by community health centers and by other public agencies and nonprofit private organizations;

(G) if there is a significant population of older adults who are Indians in the planning and service area of the area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act.

(H) in coordination with the State agency and with the State agency responsible for elder abuse prevention services, increase public awareness of elder abuse, neglect, and exploitation, and remove barriers to education, prevention, investigation, and treatment of elder abuse, neglect, and exploitation, as appropriate; and

(I) to the extent feasible, coordinate with the State agency to disseminate information about the State assistive technology entity and access to assistive technology options for serving older individuals;

(7) provide that the area agency on aging shall, consistent with this section, facilitate the areawide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, by -

(A) collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;

(B) conducting analyses and making recommendations with respect to strategies for modifying the local system of long-term care to better -

(i) respond to the needs and preferences of older individuals and family caregivers;

(ii) facilitate the provision, by service providers, of long-term care in home and community-based settings; and

(iii) target services to older adults at risk for institutional placement, to permit such individuals to remain in home and community-based settings;

(C) implementing, through the agency or service providers, evidence-based programs to assist older adults and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and

(D) providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to -

(i) the need to plan in advance for long-term care; and

(ii) the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources;

(8) provide that case management services provided under this title through the area agency on aging will -

(A) not duplicate case management services provided through other Federal and State programs;

(B) be coordinated with services described in subparagraph (A); and

(C) be provided by a public agency or a nonprofit private agency that -

(i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging;

(ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individuals of such statement;

(iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

(iv) is located in a rural area and obtains a waiver of these requirements described in clauses (i) through (iii)

(9) (A) provide assurances that the area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend

not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2019 in carrying out such a program under this title;

(B) funds made available to the area agency on aging pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712;

(10) provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title.

(11) provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans") including -

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided Title VI; and

(C) an assurance that the area agency on aging will make services under the area plan available to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

(12) provide that the area agency on aging will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b) within the planning and service area.

(13) provide assurances that the area agency on aging will-

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary for Aging and HHSC-

(i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship;

(C) demonstrate that a loss or diminution on the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;

(D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship; and

(E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

(14) provide assurances that preference in receiving services under this title will not be given by the area agency on aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

(15) provide assurances funds received under this title will be used –

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212

(16) provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care;

(17) include information detailing how the area agency on aging will coordinate activities, and develop long-range emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery;

(18) provide assurances that the area agency on aging will collect data to determine –

(A) the services that are needed by older individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019; and

(19) provide assurances that the area agency on aging will use outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on those individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019.

(b)(1) An area agency on aging may include in the area plan an assessment of how prepared the area agency on aging and service providers in the planning and service area are for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted.

(2) Such assessment may include –

(A) the projected change in the number of older individuals in the planning and service area;

(B) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural area, and older individuals with limited English proficiency;



(C) an analysis of how the programs, policies, and services provided by such area agency can be improved, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the planning and service area; and

(D) an analysis of how the change in the number of individuals age 85 and older in the planning and service area is expected to affect the need for supportive services.

(3) An area agency on aging, in cooperation with government officials, State agencies, tribal organizations, or local entities, may make recommendations to government officials in the planning and service area and the State, on actions determined by the area agency to build the capacity in the planning and service area to meet the needs of older individuals for –

(A) health and human services;

(B) land use;

(C) housing;

(D) transportation;

(E) public safety;

(F) workforce and economic development;

(G) recreation;

(H) education;

(I) civic engagement;

(J) emergency preparedness;

(K) protection from elder abuse, neglect, and exploitation;

(L) assistive technology devices and services; and

(M) any other service as determined by such agency.

(c) Each State, in approving area agency on aging plans under this section, shall waive the requirement described in paragraph (2) of subsection (a) for any category of services described in such paragraph if the area agency on aging demonstrates to the State agency that services being furnished for such category in the area are sufficient to meet the need for such services in such area and had conducted a timely public hearing upon request.

(d)(1) Subject to regulations prescribed by the Assistant Secretary, an area agency on aging designated under section 305(a)(2)(A) or, in areas of a State where no such agency has been designated, the State agency, may enter into agreement with agencies administering programs under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act for the purpose of developing and implementing plans for meeting the common need for transportation services of

individuals receiving benefits under such Acts and older individuals participating in programs authorized by this title.

(2) In accordance with an agreement entered into under paragraph (1), funds appropriated under this title may be used to purchase transportation services for older individuals and may be pooled with funds made available for the provision of transportation services under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act.

(e) An area agency on aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.

(f)(1) If the head of a State agency finds that an area agency on aging has failed to comply with Federal or State laws, including the area plan requirements of this section, regulations, or policies, the State may withhold a portion of funds to the area agency on aging available under this title.

(2) (A) The head of a State agency shall not make a final determination withholding funds under paragraph (1) without first affording the area agency on aging due process in accordance with procedures established by the State agency.

(B) At a minimum, such procedures shall include procedures for –

(i) providing notice of an action to withhold funds;

(ii) providing documentation of the need for such action; and

(iii) at the request of the area agency on aging, conducting a public hearing concerning the action.

(3) (A) If a State agency withholds the funds, the State agency may use the funds withheld to directly administer programs under this title in the planning and service area served by the area agency on aging for a period not to exceed 180 days, except as provided in subparagraph (B).

(B) If the State agency determines that the area agency on aging has not taken corrective action, or if the State agency does not approve the corrective action, during the 180-day period described in subparagraph (A), the State agency may extend the period for not more than 90 days.

(g) Nothing in this Act shall restrict an area agency on aging from providing services not provided or authorized by this Act, including through –

(1) contracts with health care payers; or

(2) consumer private pay programs; or

(3) other arrangements with entities or individuals that increase the availability of home and community-based services and supports.

## Standard Assurances of Compliance

The Grantee (aka Area Agency on Aging) provides these assurances in consideration and for the purpose of obtaining federal grants, loans, contracts, property, discounts or other federal financial assistance from the U.S. Department of Health and Human Services. The Grantee agrees that it will comply with:

1. **Title VI of the Civil Rights Act of 1964** (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the AAA receives federal financial assistance from HHSC.
2. **Section 504 of the Rehabilitation Act of 1973** (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the AAA receives federal financial assistance from HHSC.
3. **Title IX of the Education Amendments of 1972** (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the AAA receives federal financial assistance from HHSC.
4. **The Age Discrimination Act of 1975** (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the AAA receives federal financial assistance from HHSC.

The Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance, and that it is binding upon the Grantee, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Grantee by HHSC, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. The Grantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

## Authorized Signature Page

Legal Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Main Telephone Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

The FFY 2024 – 2026 Area Plan is hereby submitted by the organization identified above for the period covering October 1, 2024, through September 30, 2026. By signing this document, the authorized officials commit the Area Agency on Aging to performing all listed assurances and activities as stipulated in the Older Americans Act, as amended in 2020, and agreeing to comply with the Standard Assurances of Compliance. In addition, the signatures on this page certify that the Area Plan has been reviewed and approved by the AAA's Board of Directors and/or Governing Body and/or Executive Committee.

### Authorized Official - Executive Director

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Authorized Official - Board of Directors/Governing Body/Executive Committee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Official - AAA Advisory Council Chair/President**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Official - AAA Director**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Memo

**To:** Executive Committee

**From:** Toni Roberts – Director of Access and Assistance

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 15

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## ITEM 15

Toni Roberts, Director of Access and Assistance, is seeking consideration and approval of the Area Agency on Aging FY 2024-2026 Area Plan.

*Approved at the Executive Committee Meeting on August 9, 2023.*

# Foster Grandparent Program of the Concho Valley Volunteer Handbook

5430 Link Road  
San Angelo, TX 76904  
(325) 944-9666      (325) 944-9925 (fax)

*A project sponsored by the  
Concho Valley Council of Governments  
and funded through a grant from AmeriCorps*







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## **Section 1: Introduction**

The Foster Grandparent Program of the Concho Valley (FGPCV) operates under the local sponsorship of the Concho Valley Council of Governments (CVCOG) in San Angelo, TX. The Foster Grandparent Program is part of AmeriCorps Seniors and funded through a grant from AmeriCorps and the State of Texas. Other programs under AmeriCorps Seniors the Senior Companion Program and the Retired and Senior Volunteer Program (RSVP). The Code of Federal Regulations, Title 45, Parts 2551.23(k) and 2552.23(k) require that the Concho Valley Council of Governments establish written service policies for Foster Grandparent volunteers. Policies are generally broad statements of principle and purpose and are intended to serve as a framework for decision making and administrative action. However, policies can nevertheless establish specific substantive standards and requirements, including standards of personal and professional conduct. Violating these policies may result in corrective action or dismissal from the program.

The Foster Grandparent volunteers in the Concho Valley join more than 330,000 AmeriCorps Seniors volunteers nationwide who make a difference in their communities. Foster Grandparents work with children with special needs and disadvantaged children in day care centers, after school programs, summer programs, public schools, Early Head Start and Head Start Centers. The Concho Valley Council of Governments Sponsors programs and services for the following counties in West Texas: Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, and Tom Green.

### ***Statement on Non-Discrimination***

The Foster Grandparent Program as administered by the Concho Valley Council of Governments is an inclusive program. No person will be excluded from participation in, or be denied benefits of participation in the Foster Grandparent Program on the grounds of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, or political affiliation, marital or parental status, genetic information or military service. (45 CFR 2551.121(f), Section 2.3.4 AmeriCorps Seniors Foster Grandparent Program Operations Handbook – Version 2023.1)

### ***Statement on Diversity, Equity and Inclusion***

The Foster Grandparent Program serves a diverse population from across the Concho Valley and this diversity comes in many forms – sexual diversity, cultural and ethnic diversity, and racial diversity. To better address the needs of those we serve, we seek to have an equally diverse group of Foster Grandparent volunteers so we can better match our volunteers to the needs of the children whenever possible.

In serving the children, we must remember that each one is to be treated with the dignity and respect that we would expect for ourselves. Should there be any reported incidents where this standard might not have been met, we will investigate the accusations. If it is determined that the allegations are true, appropriate disciplinary action will be taken which could include termination from the program.

Likewise, if you feel that you have been subjected to any form of harassment, discrimination or derogatory comments during your service based on any group to which you may belong, we will also investigate those accusations. If those are determined to be true, we will take appropriate action which could include the permanent termination of services with the teacher or site.

Please visit with your FGP staff concerning any issues related to these topics.

### ***Prohibition of Use of Funds***

While charging time to a Foster Grandparent program, accumulating service of training hours, or otherwise performing activities supported by the Foster Grandparent Program or AmeriCorps, staff and volunteers may not engage in the following activities:

- **Political Activities.**
  - No part of any award may be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.
  - No project may be conducted in a manner involving the use of funds; the provision of services, space, or facilities; or the employment or assignment of personnel in a manner that identifies the project with:
    - Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
    - Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
    - Any voter registration activity except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making voter registration applications and nonpartisan voter registration information available, employees of the sponsor and volunteers may not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.
  - No AmeriCorps Seniors volunteer or employees of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to

a partisan or nonpartisan political activity that would result in the identification or apparent identification of AmeriCorps Seniors Foster Grandparents with such activity.

- The sponsor may not use grant funds for any activity that influences the passage or defeat of legislation or proposals by initiative petition. In other words, there is a prohibition against using AmeriCorps grant funds for lobbying activities.
- Prohibitions of electoral and lobbying activities are fully set forth in 45 CFR 1226.
- **Restrictions of State or Local Government Employees.**
  - If the sponsor is a state or local government agency with a grant from AmeriCorps, certain restrictions contained in Chapter 15 of Title 5 of the United States Code are applicable to persons who are principally employed in activities associated with the project. The restrictions are not applicable to employees of educational or research institutions. Employees subject to these restrictions may not:
    - Use their official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office; or
    - Directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
    - Be a candidate for elective office, except in a nonpartisan election. (“Nonpartisan election” means an election in which none of the candidates is to be nominated or elected representing a political party any of whose candidates for Presidential elector received votes in the last preceding election at which Presidential electors were selected.)
- **Religious Activities.**
  - AmeriCorps Seniors volunteers and project staff funded by AmeriCorps may not give religious instruction, conduct worship services, or engage in any form of proselytization as part of their duties.
  - A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use AmeriCorps Seniors funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under AmeriCorps Seniors.
-

- While AmeriCorps Seniors programs may not provide religious instruction, conduct worship, or proselytize as part of service, volunteers may drive a client or beneficiary to a religious service, provided this activity is part of the volunteer's service activity description. A volunteer may remain with a client who is attending a religious service if the activity is part of the agreed upon volunteer assignment. In other words, if an AmeriCorps Seniors volunteer and their client want the volunteer to accompany the client to a religious service as part of the volunteer's service activity, and if the AmeriCorps Seniors volunteer is not responsible for conducting a religious service, the volunteer is not engaged in a prohibited activity. The volunteer, though, cannot lead any part of the religious service.
- **Labor and Anti-Labor Activity.** No grant funds may be directly or indirectly used to finance labor or anti-labor organizations or related activity.
- **Non-Displacement of Employed Workers.** An AmeriCorps Seniors volunteer may not perform any service or duty or engage in any activity that would otherwise be performed by an employed worker or which would supplant the hiring of, or result in the displacement of employed workers, or impair existing contracts for services.
- **Prohibition on Fee-for-Service.** Under no circumstances may an AmeriCorps Seniors volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends. No person, organization, or agency may request or receive any compensation for services of AmeriCorps Seniors volunteers.
- **Nepotism.** Persons selected for project staff positions may not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the Advisory Council and with notification to AmeriCorps.
- **Volunteer Status.** AmeriCorps Seniors volunteers are not employees of the sponsor, the volunteer station, AmeriCorps, or the Federal Government.
- **Fair Labor Standards.** A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities must pay wages at prevailing rates as determined by the secretary of Labor in accordance with the David-Bacon Act, as amended, 40 U.S.C. '276a.
- **Prohibitions on Abortion Service.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps Seniors program or AmeriCorps Seniors, staff and volunteers may not engage in providing abortion services or referrals for receipt of service.

**This handbook may be revised at any point during the year as the need arises. Volunteers will be provided a written copy of any changes to the handbook.**

## **Section 2: Becoming a Foster Grandparent Volunteer**

### ***Volunteer Definition and Implications***

A “volunteer” is anyone who performs service without compensation or expectation of compensation beyond reimbursement for out-of-pocket expenses. Foster Grandparents are volunteers and are not employees of the Concho Valley Council of Governments, the Foster Grandparent Program, AmeriCorps and AmeriCorps Seniors, the federal government, or any partnering agency or volunteer station. Volunteers are not paid a wage and are not eligible for federal or state worker’s compensation in the event of an accident. Foster Grandparents do receive a monetary stipend for each hour of service, but this stipend is not considered to be a wage and it does not alter the Foster Grandparent’s status as a volunteer.

### ***Program Eligibility***

Foster Grandparents must meet eligibility guidelines in order to serve as volunteers. In accordance with these guidelines, volunteers must:

- Be age 55 or older;
- Meet income guidelines set by AmeriCorps Seniors, including gross income from all sources, which is reviewed annually;
- Be physically capable of serving at least 10 hours per week without detriment to themselves or the people they serve; and
- Pass a National Sex Offender Public Registry check, a State of Texas statewide criminal history check, and a fingerprint-based Federal Bureau of Investigation (FBI) criminal history check. Additionally, applicants who apply while residing in another state will be required to undergo a statewide criminal history check of that state.

### ***Background Checks and Fingerprinting***

New applicants to the Foster Grandparent Program must pass a three-part National Service Criminal History check. All elements of the Criminal History Check must be completed prior to a volunteer beginning service or training. Those three elements, conducted by the FGPCV staff, include:



- A National Sex Offender Public Registry check;
- A State of Texas criminal history check Texas Department of Public Safety. (Applicants who apply while residing in another state will also require a name or fingerprint-based search of the criminal history repository of the state they reside in at the time they apply.); and
- A fingerprint-based FBI criminal history check.



The FGPCV will pay for the cost of fingerprinting and will use an approved vendor to conduct the fingerprinting.

Certain applicants may have fingerprints that are difficult to read due to scarring, age, or poor fingerprint quality. The State of Texas requires two attempts to obtain a usable fingerprint reading. If an applicant's fingerprint results come back as unreadable two times, the FGPCV will conduct a name-based FBI background check. This process could take several weeks to complete.

Applicants are automatically ineligible to serve as Foster Grandparents if they:

- Refuse to authorize the FGPCV staff to conduct any part of the National Service Criminal History check;
- Are listed, or required to be listed, on the National Sex Offender Public Registry;
- Make false statements regarding their criminal history; or
- Have been convicted of murder.

New Foster Grandparents will begin receiving an hourly stipend when the pre-service training begins. Consequently, volunteers may not begin pre-service training unless all elements of the criminal background checks have been completed and evaluated by FGPCV staff.

### ***Background Checks for Continuing Volunteers***

Once in the program, continuing volunteers do not need to undergo further background checks in order to maintain their program eligibility. However, some volunteers may be assigned to volunteer stations which may require their own background checks or may require periodic follow-up checks.

### ***Pre-Service Orientation Training (MANDATORY)***

Pre-service orientation training will orient the volunteer to the Foster Grandparent Program, the CVCOG, the roles and activities of a volunteer, the Foster Grandparent Volunteer Handbook, administrative procedures, project staff, community resources, and volunteer stations and assignments. Volunteers will be paid the hourly stipend rate for pre-service training hours as well as a mileage reimbursement as appropriate.



New volunteers and former volunteers who have been out of service for more than one year are required to participate in 20 hours of orientation and pre-service training prior to being placed for service.

Volunteers who resign and re-apply to the same program will not be required to repeat the entire 20 hours of orientation and training if the break in service was less than one year. However, some training may be required in order to update the volunteer on policies and procedures that may have changed since they last served.

***Monthly In-Service Training (MANDATORY)***

Volunteers are required to participate in in-service training during the year at must complete at least 24 hours of training per year. This training is usually held at the Concho Valley Council of Governments Training Center in San Angelo, TX. Volunteers are paid a stipend for this training as well as transportation reimbursement to and from the training.

Volunteers should inform the FGPCV staff if they are going to be absent from an in-service training session. If a last-minute emergency prevents a volunteer from attending an in-service meeting without informing the FGPCV staff in advance, the volunteer should inform the FGPCV staff as soon as possible after the training of the reason for their absence. It is the volunteer's responsibility to obtain any materials distributed at the in-service and to find out any announcements that were made.

Volunteers who fail to attend at least 24 hours of in-service training hours per year may be dismissed from the program or face other corrective action.

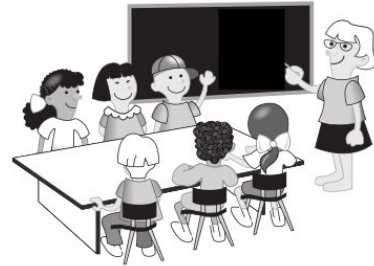
***Probationary Period***

All new volunteers to the Foster Grandparent Program will be on probationary status for six (6) months beginning on the date they begin service at a site. During this probationary period, the new volunteer may be dismissed from the program at the discretion of the Foster Grandparent Program staff. The purpose of the probationary period is to give the volunteer the opportunity to demonstrate that they can effectively perform the duties of a Foster Grandparent and comply with program requirements. A volunteer dismissed during the probationary period is not entitled to utilize the grievance procedures.

## **Section 3: Volunteer Benefits**

### ***Hourly Stipend***

Foster Grandparent volunteers receive an hourly stipend of **\$4.00** per hour for direct service, training, holiday, leave time, and any other official program projects (e.g., recognition event, days of service). Time spent commuting to and from assignments from the volunteer's residence is not considered service time and is not stipended. However, for Foster Grandparents serving at more than one location, the time spent commuting from one assignment to the next can be claimed as service time.



The stipend rate is set by the federal government and is subject to change. The hourly stipend and any reimbursements are paid monthly by direct deposit to the volunteer's bank account, usually on or before the 15th day of the month following the end of the pay period. For example, service hours for October will be paid by November 15<sup>th</sup>.

The hourly stipend is considered a cost reimbursement rather than a wage and is not subject to any tax or charge. Under the provisions of the Domestic Volunteer Service Act, stipend payments may not be treated as wages or compensation for the purposes of unemployment insurance, temporary disability, retirement, public assistance, worker's compensation, or similar benefit payments or minimum wage laws. In cases where authorities are not familiar with the provisions of the Domestic Volunteer Service Act, the volunteer should ask the FGPCV staff for an "income disregard" statement to provide to those authorities. This memo provides specific citations and explains that the stipend provided to Foster Grandparent volunteers is not considered income.

### ***Transportation Reimbursement***

Subject to the limits of funding availability, Foster Grandparent volunteers are provided reimbursement for mileage driven to and from their volunteer assignment and for official program activities such as orientation, in-service meetings, advisory board meetings, and recognition events.

Volunteers who drive their own vehicles will be reimbursed at the current reimbursement rate, which is announced at the beginning of each grant year. The reimbursement rate and maximum mileage for reimbursement is subject to change based on funding availability. Reimbursement payments are included with the stipend payments. Mileage distances will be determined using Google Maps and mileage totals will be rounded up to the nearest whole number to facilitate record-keep and calculations.

**As a condition of receiving a mileage reimbursement, volunteers must provide proof of auto liability insurance to the FGPCV staff. Volunteers who fail to provide current documentation of liability insurance are ineligible to receive a mileage reimbursement.**

If you are driven to and from your assignment by a third party, you may still claim a mileage reimbursement for those miles. The payment will be paid to you and it will be up to you how to handle any reimbursement to your driver. There are two stipulations for this payment plan: (1) the third party cannot be a person who is already receiving a mileage reimbursement from any AmeriCorps Seniors program, and (2) the travel arrangement must be approved in advance by a program staff member.

Volunteers who do not drive will be provided bus transportation through the Concho Valley Transportation District. The FGPCV pays for the costs of these trips. **It is your responsibility to notify CVTD at 947-8729 if you need to cancel your bus service for a given day. Requests for schedule changes must be called in to FGP staff before 3:00 pm the day prior for CVT scheduling to be made.**

### ***Personal Leave***

Foster Grandparent volunteers accrue personal leave at a rate of 9.5% for each hour served (9.5 hours of leave for every 100 hours of service). Personal leave is earned on all direct service time and training time. Leave is not earned for holiday hours or when using personal leave hours. Depending on the availability of funds, the leave rate may be increased during the year up to a maximum rate of 10.75%. However, the leave rate will not be less than 9.5%. When calculating the number of leave hours earned each month, the total will be rounded up to the nearest quarter-hour.

Continuing Foster Grandparent volunteers receive an initial leave allocation of 40 hours at the beginning of the grant year (July 1). For persons who join the program during the grant year, the leave allocation will be adjusted depending on when the person joins the program.

If a volunteer misses work due to personal reasons (illness, vacation, bereavement, etc.) and the volunteer has available leave hours, the leave hours must be used to cover the missed work until the leave hours have been depleted. FGP staff is authorized to enter the appropriate number of leave hours on the volunteer's time sheet to cover the missed work.

Personal leave may be used for sickness, illness, injury, the illness or injury of an immediate family member, vacation, or other personal time. If illness prevents a volunteer from serving during their regularly scheduled service time, it is the volunteer’s responsibility to contact their volunteer station to inform them of their absence. It is the volunteer’s responsibility to notify their volunteer station of their planned absence at least one week in advance. For absences in excess of five (5) service days because of illness, hospitalization, injury, or other disability, the volunteer may be required to furnish a written statement from a physician certifying that the volunteer is able to return to service.

Volunteers will be paid for all unused personal leave hours accrued at the end of each fiscal year (June 30). Personal leave cannot be carried over from one grant year to the next. Volunteers are not permitted to “cash in” unused leave hours during the year prior to the June 30 date unless they are leaving the program. However, Foster Grandparents who are between assignments may use their personal leave hours at a rate of 4 hours per day until their leave hours are depleted.

***Holiday Leave***

Any regularly scheduled student holiday at your assigned site will be counted as a Foster Grandparent holiday and you will claim an amount of holiday hours for the day equal to the number of hours you were scheduled to work on that day. (NOTE: This does not apply to summer holidays for sites that are closed for the summer.) In addition, any CVCOG holiday that is not also a school holiday will be taken as a holiday and be paid holiday hours. For example, Veterans’ Day is a CVCOG holiday, but it is not normally a school holiday.

Independence Day	July 4, 2023 (Tuesday)
Labor Day	September 4, 2023 (Monday)
Veterans Day	November 10, 2023 (Friday) (observed)
Thanksgiving Week	November 20-24, 2023
Christmas Holidays	December 18-29, 2023
New Year’s Day	January 1, 2024 (Monday)
Martin Luther King, Jr. Day	January 15, 2024 (Monday)
President’s Day	February 19, 2024 (Monday)
Good Friday	March 29, 2024 (Friday)
Memorial Day	May 27, 2024 (Monday)
Juneteenth	June 19, 2024 (Wednesday)

***Bad Weather Days and Emergency Closures***

The Concho Valley Council of Governments uses the schedule of the San Angelo Independent School District to determine if it will be open for business in the case of bad

weather. During inclement weather, volunteers should check their local news to find out if schools are closed or will have a delayed opening and this will determine if and when you should report for duty. If the local school district announces that schools are closed or on a delayed start schedule due to inclement weather, Foster Grandparents should not report for service during these periods. Inclement weather may include such things as:

- Snow/ice
- Heavy rain/flooding
- Tornados
- High winds/dust storms

When schools are closed or on a delayed start schedule due to weather issues, there is no need to notify the FGPCV Office or the volunteer station. Foster Grandparents are not expected to take unreasonable transportation risks in order to reach their assignment location. When schools are on a delayed start schedule (for example, starting one or two hours late) due to inclement weather, Foster Grandparent volunteers should not report for service until the time that the schools open. Volunteers will be paid for any hours missed during a delayed school schedule if they were scheduled to serve during those hours.

Notation of the bad weather should be shown on the time sheet. If there was a delayed opening and you chose not to report for any service that day, you will not be paid any Work Hours for that day. In these cases, you may use Personal Leave Hours for the day.

If inclement weather occurs at a time when schools are not in session, travel advisories from local law enforcement agencies will provide guidance on whether or not volunteers should report for duty.

Volunteer stations may close in cases of an emergency at the site. Examples of a site emergency would be things such as fire or water damage, a broken water or gas line, electrical outage, etc. If a volunteer is prevented from reporting to service due to a volunteer station's emergency closure, the volunteer will be reimbursed for the hours they were scheduled on each day up to five days. Transportation reimbursements will not be made during a site emergency closure unless the volunteer was already at the site when the emergency occurred.

### ***Emergency Situations***

In cases of an extended emergency of special circumstance lasting one week or more which prohibits volunteers from serving at their regular assignment site according to their normal schedule, the FGPCV office will contact the AmeriCorps regional office to request authorization to continue paying a stipend to program volunteers during the

emergency or special circumstance. Examples of such situations include, but are not limited to the following:

- Natural disaster;
- Epidemic or pandemic;
- Local or regional restrictions on outdoor activity (i.e., air quality alerts resulting from fires, air-borne pollutants or hazardous substances’
- Damage to work site resulting from fires, explosions, etc.;
- Power or water service outages.

Payment of the stipends for emergency situations is contingent upon approval from the AmeriCorps regional office.

<b><i>How to Report Various Situations on Your Time Sheet</i></b>		
<b>Category</b>	<b>Hours to Report</b>	<b>Mileage Paid?</b>
<b>Regular Work Hours</b>	Show your work hours for each day on your time sheet.	Yes
<b>Training Hours</b>	Show the amount of training time on your time sheet. In-service training sessions are normally 4 hours. Pre-service training hours will vary day by day.	Yes
<b>Personal Leave Hours (taking leave hours for the whole day)</b>	Show the amount of leave hours you are requesting to use for the appropriate day. Daily leave hours may not exceed the number of hours you would have worked on that day and cannot exceed the number of hours in your leave balance.	No
<b>Work/Personal Leave (working part of the day and taking leave for other part)</b>	If you work some hours and have personal leave hours on the same day, show the correct number of hours and leave hours in the appropriate boxes on the time sheet. Work hours plus leave hours cannot exceed the total number of hours you would have worked on that day.	Yes
<b>Holidays (NOTE: Professional Learning Days/Teacher Work Days are counted as student holidays since students are not present.)</b>	Show holiday hours for any day that is a scheduled student holiday or that has been designated as a holiday by the Concho Valley Council of Governments. Holiday hours equal the number of hours you would have normally served on that day. Indicate “Holiday” on your time sheet.	No

<b>Bad weather days (site closed all day)</b>	Show as Work Hours. Daily hours equal the number of hours you would have normally served on that day. Indicate “Bad Weather Day” on your time sheet.	No
<b>Bad weather days (delayed opening or early dismissal)</b>	Show as work hours. Daily hours equal the number of hours you would have normally served on that day. Indicate “Delayed Opening” on your time sheet.	Yes
<b>Bad weather days (delayed opening but you chose not to go to work)</b>	If there is a delayed opening due to weather and you chose not to go to work, you cannot claim any work hours for the day. You may use Personal Leave Hours if you have available hours.	No
<b>Field Trips (in town and you went on the field trip)</b>	Show normal work hours for the day.	Yes
<b>Field trips (in town but you chose not to go on the trip)</b>	If it is an all-day trip, show 0 hours for the day. You may use personal leave hours for the day if you wish.	No
<b>Field trips (in town but you chose not to go on the trip)</b>	If you did not have any assigned duties at the school, you can use Personal Leave hours for the day if you have any remaining.	Yes
<b>Field trip (out of town)</b>	You are not permitted to go on an out-of-town field trip. Show your normal work hours for the day and indicate “Out of Town Field trip” on your time sheet.	No
<b>Annual Recognition Event</b>	You may claim 2-4 hours of service time for attending the annual volunteer recognition luncheon as designated by FGP staff.	Yes
<b>Jury Duty</b>	Show as work hours. Daily hours equal the number of hours you would have normally served on that day. Indicate “Jury Duty” on the time sheet notes. Will be required to provide a copy of the Jury Summons and further documentation if selected to serve on the jury.	No

***Annual Wellness Exam***

Foster Grandparents may receive an annual wellness check as a benefit of serving as a Foster Grandparent; however, an annual wellness check is not a requirement to serve as a Foster Grandparent. The FGPCV will assist in paying for the wellness check if the volunteer cannot afford to do so.



While the FGPCV does not require the volunteer to have an annual wellness check in order to serve in the program, certain service sites may have such a requirement. If the volunteer wishes to serve at one of those sites, the wellness check will be required. If the volunteer does not wish to have the wellness check, an alternate site will be offered.

### ***Secondary Insurance Coverage***

Foster Grandparents are eligible for three kinds of insurance: accident, personal liability, and excess automobile liability. These are not a substitute for personal insurance and only apply when the volunteer is engaged in official program activities or traveling to or from official program activities. Volunteers are not covered under federal or state workers' compensation as they are not employees. The FGPCV insurance is considered secondary coverage. Any insurance that the volunteer has will be billed first, and the volunteer will be reimbursed for any out-of-pocket expenses, including co-pays (although there are exceptions to this rule).

The following is an explanation of the various coverages provided:

### ***Accident Insurance***

As a volunteer, we provide accident insurance that covers personal injury during travel between your residence and places of assignment, during your volunteer service, during meal periods while serving as a volunteer, and while attending official program activities. Protection is provided against claims in excess of any benefits or services for medical care or treatment available to you from other sources, including:

- Health insurance coverage,
- Other hospital or medical service plans,
- Any coverage under labor-management trusted plans, union-welfare plans, employer organization plans, or employee-benefit organization plans, and
- Coverage under any governmental program or provided by any statute.

The following coverage amounts apply to accident insurance:

- \$50,000 or more for accidental medical expenses.
- \$50 for repair or replacement of damaged eyeglass frames and \$50 for replacement of broken prescription eyeglass lenses or contact lenses.
- \$500 for repair of dentures; \$500 per tooth for treatment of injury to natural teeth, limited to a total of \$900.00.
- \$2500 for accidental death or dismemberment.

***Personal Liability Insurance***

Protection is provided against claims in excess of protection provided by other insurance. This coverage is against injury or property damage claims arising out of your service activities. The amount of protection is \$1,000,000 for each occurrence of personal injury or property damage and is in excess of any other valid and collectible insurance, and a \$3,000,000 annual aggregate.

***Excess Automobile Liability Insurance***

To avoid a gap in coverage between your personal vehicle insurance and liability claims in excess of that coverage, we provide Excess Automobile Liability Insurance coverage of not less than \$500,000 for each accident for bodily injury and/or property damage.

We provide protection against claims in excess of the greater or either:

- The liability insurance you carry on your own vehicle,
- The limits of the applicable State of Texas Motor Vehicle Financial responsibility Law, or
- In the absence of a state financial responsibility law, \$50,000 for each person, each accident, and for property damage.

***Annual Recognition Event***

The FGPCV hosts a recognition event each year to honor and recognize Foster Grandparents and the service they provide to the community.

***Awarding Additional Leave Hours as Recognition***

All Foster Grandparent volunteers who are on the “active” roster at the end of the grant year are eligible to receive an award of additional leave hours as a form of recognition. Volunteers earn “recognition points” during the year and recognition award hours will be calculated as follows and included in the final awarding of extra leave hours at the end of the grant year:

<b>Category</b>	<b>Points</b>
Served 50 – 299 hours in grant year	2
Served 300 – 699 hours in grant year	5
Served 700 – 1099 hours in grant year	9
Served 1100 – 1499 hours in grant year	14
Served 1500+ hours in grant year	20
0-3 years of consecutive service as of the end of the grant year	4
4-6 years of consecutive service as of the end of the grant year	7
7-9 years of consecutive service as of the end of the grant year	11
10-12 years of consecutive service as of the end of the grant year	16

13-16 years of consecutive service as of the end of the grant year	22
17+ years of consecutive service as of the end of the grant year	29
1 – 49 bus trips	3
50 – 99 bus trips	6
100 – 149 bus trips	9
150 – 199 bus trips	12
200 – 249 bus trips	15
250 – 299 bus trips	18
300 – 349 bus trips	21
350 + bus trips	24

*Note: Hours of service is based only on direct service hours and training hours. The total amount of funds available for distribution as Recognition Hours will be determined at the end of the grant year. In calculating the total amount of additional leave hours to be awarded, hourly totals will be rounded up to the nearest quarter-hour.*

## **Section 4: Volunteer Service**

### ***Hours of Service***

Foster Grandparent volunteers are expected to serve a minimum of 10 hours per week and may not serve more than 40 hours per week, including direct service, training, holiday, and personal leave. Volunteers may not receive stipends for more than 2080 hours per fiscal year (July 1–June 30), which includes all direct service hours, training hours, holiday hours, and personal leave hours. Volunteers who serve more than 2080 hours per fiscal year will not be reimbursed for any hours above 2080 hours and may be subject to dismissal from the program. Service schedules will be adjusted to assure that a volunteer’s hours do not exceed 2080.

If it becomes evident that a Foster Grandparent is not capable of serving at least 10 hours per week, that volunteer may be dismissed from the program or placed on a leave of absence to see if the situation improves.

If illness, vacation, inclement weather, or other circumstances prevent a volunteer from serving during their regularly scheduled service time, it is the volunteer’s responsibility to contact their volunteer station to inform them of their absence. Volunteers must inform the volunteer station and FGPCV staff of planned absences at least one (1) week in advance.

Commute time, defined as travel time from the volunteer’s home to the place of assignment, is not counted as service time. However, if volunteers are serving at multiple sites, travel time between the different sites is counted as service time.

Attendance at pre-service orientation, in-service training, advisory council meetings, and recognition events is counted as service hours, and should be recorded in the appropriate column on the volunteer timesheet.

Any misrepresentation or falsification of hours served may be cause for dismissal.

### ***Leave of Absence***

Volunteers may take a leave of absence of up to six (6) consecutive months and still be carried on the active roster in the Foster Grandparent Program. Volunteers who want to take a leave of absence must request a leave of absence from the FGPCV staff. Any accrued personal leave time will first be paid to the volunteer, and then the volunteer will be put on leave without pay status. A leave of absence is considered a temporary interruption in their service rather than a break in service.

While on a leave of absence, Foster Grandparents:

- Are not to attend any FGP function (i.e., in-service training, recognition events, etc.),
- Will not be reimbursed for any program activity, and
- Are not eligible for holiday pay for any holidays occurring during the leave of absence.

Volunteers who want to return from a leave of absence must give the FGPCV staff at least two weeks' notice, so appropriate service arrangements can be made. There is no guarantee that the volunteer's original assignment will still be available upon returning from a leave of absence nor is there a guarantee that another assignment will be available at that time. Volunteers will not be allowed to return from a leave of absence until all program eligibility requirements are met and documentation is up to date.

If a volunteer has not returned to service after six (6) months, he/she will be declared "inactive." If the volunteer does not return to the program within 180 days from being declared "inactive," they will be required to submit a new application and have new background checks should they subsequently wish to return to the program.

### ***On-going Requirements***

Foster Grandparents must meet on-going requirements to continue serving as a volunteer:

- Track their service on a timesheet. Volunteers must use the timesheet provided by the Foster Grandparent Program to track their hours and miles driven.
- Pass an annual physical exam if required by the volunteer station site or program. Volunteers must be certified by a medical professional to be capable of

- volunteering for a minimum of 10 hours per week without detriment to themselves or others. Physicals must be performed within one year from the date of the previous physical.
- Complete an annual income verification form in order to determine program eligibility. Volunteers’ income must not exceed 200% of poverty level for the State of Texas. Current volunteers can exceed the income limit by 20%. Income verification forms are completed at the beginning of each calendar year (usually in January-February).
- Work with the children assigned to them.
- Participate in annual outcome assessments.
- Receive an annual supervisor evaluation. Partner agency supervisors are required to provide a performance appraisal to volunteers every spring, and share the appraisal with the volunteer.
- Participate in a Volunteer Satisfaction Survey. Every spring, volunteers are invited to participate in anonymous surveys regarding their service as a Foster Grandparent volunteer. Because these surveys are anonymous, FGPCV staff cannot track who completed the surveys. However, every volunteer is encouraged to provide their feedback.

Volunteers will not be considered in compliance with the ongoing requirements until all forms are complete and returned to the FGPCV offices. This includes making sure all required information is included on the form and all original signatures are present (scans, copies, and faxes are not accepted). The FGPCV staff will notify volunteers the due dates for each type of documentation each year. Volunteers who fail to return the required documentation within 30 days of the due date may be suspended from service and will not be allowed to return to service until the required documentation is submitted.

<b>Document</b>	<b>Date</b>
Proof of annual household income	January – February
Performance Evaluation	Late Spring
Proof of auto liability insurance	As it expires
Driver’s License	As it expires
Assignment Plans (beginning)	September
End of Year Progress Assessment	March

***Arrests***

Any volunteers who are arrested are required to inform the FGPCV staff of their arrest within 48 hours. The volunteer will be suspended from serving until an investigation can be conducted to determine the volunteer’s status in the program.

### ***Resignation or Retirement***

Foster Grandparents may choose to leave the program at any time. The FGPCV requests that volunteers submit a dated, written statement to the FGPCV staff stating the date that they will resign and their reason. Volunteers who resign or retire must return their volunteer badge and FGP vest/smock. They will also be paid out any accrued leave time, pending funding availability. Volunteers who resign and later decide they would like to volunteer again will need to reapply to the program, including undergoing fingerprinting again if they have been out of the program for more than 120 days.

### ***Code of Conduct***

Foster Grandparent volunteers must conduct themselves with integrity and treat others with respect. While serving, volunteers must:

- Follow all federal, state, and local laws.
- Participate in the activities outlined on the Assignment Plan.
- Show respect for children, volunteer station supervisors, other Foster Grandparent volunteers, the FGPCV staff and any other individuals or groups with whom the volunteer may come in contact.
- Behave in a non-threatening manner. Threatening activity may include verbal threats, physical threats, or displaying weapons. Behaving in a threatening manner may be cause for dismissal.
- Follow the directions provided by the volunteer station supervisor, except when it conflicts with Foster Grandparent Program policies.
- Arrive to volunteer assignment in a timely fashion, and call if running more than 15 minutes late when possible.
- Keep appointments with FGPCV staff or giving 24 hours of advance notice if cancelling when possible.
- Stay in contact with FGPCV staff and informing them of changes in address and phone number and respond to their calls or letters within 24 hours whenever possible.
- Refrain from participating in strenuous activities while serving (no lifting anything heavier than 10 pounds).
- Maintain confidentiality of student information at all times
- Perform service while not under the influence of any drugs (including prescription and over-the-counter) or alcohol.
- Refrain from participating in political activity or proselytizing while volunteering.
- Dress in a professional manner and maintain a professional appearance, appropriate for the activities scheduled during service hours.
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- Refrain from discriminating against program staff, volunteers, partner agency staff, or children based on religion, race, sex, age, gender, sexual orientation, or disability.
- Refrain from speaking unfavorably about the Concho Valley Council of Governments, its programs, mission, values, staff, partner agencies, or other volunteers.

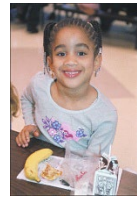
Volunteers who do not comply with the codes of conduct listed above may be subject to corrective action or dismissal from the program.

### ***Appropriate and Inappropriate Activities***

Foster Grandparents serve children with special or exceptional needs. Children with “exceptional needs” are those who have developmental disabilities, autism, cerebral palsy, epilepsy, visual or hearing impairments, speech impairments, language disorders, specific learning disabilities or other significant health impairments. Children with “special needs” are those who are abused or neglected, in need of foster care, are economically disadvantaged, are the child of an incarcerated parent(s), and children in need of protective intervention in the home.

**Appropriate Activities:** The following are appropriate activities for Foster Grandparents:

- Tutoring children with literacy or English language learning needs.
- Providing children in public/state/private schools, Head Start Centers, or day care centers with emotional support, individual assistance, and in mentoring in learning basic skills.
- Helping children who are abused or neglected to regain stability through contact with older adults and providing these children with emotional support, empathy, and encouragement.
- Providing friendship, support, and assistance in learning or therapy activities (listening, talking, reading, playing, singing) and in meeting the child’s physical needs (dressing or feeding).
- Promoting self-esteem and support with positive reinforcement.
- Helping youth in correctional facilities to deal with the effects of institutionalization.
- Acting in harmony with the volunteer station objectives, regulations, and programs scheduled for the child.



**Inappropriate Activities:** Inappropriate activities for Foster Grandparents include but are not limited to the following:

- Substituting for or replacing staff at the volunteer station or relieving them of their routine duties (making copies, grading papers, answering phones, etc.).
- Giving religious instruction, conducting worship services, or engaging in proselytization (trying to convert someone to their religious beliefs) as part of their duties or during their assigned service time.
- Performing any type of clerical or administrative work.
- Accompanying children to the restroom without being supervised by a staff member
- Discussing a child's academic performance or classroom behavior issue with the child's parents or guardians.
- Performing custodial functions such as cleaning, wiping tables, sweeping, mopping, cooking, washing dishes, etc.
- Providing any type of medical care for the children or handling any medical equipment.
- Giving anything edible to the children other than that which is provided by the volunteer station staff.
- Disciplining or punishing children in any way. Foster Grandparents may gently correct a child's inappropriate behavior; however, volunteers are not to assign consequences or punishments to children for their negative behavior. This is the teacher's responsibility.
- Releasing a child to another person to be taken home. This is the teacher's responsibility.
- Teasing a child.
- Being left alone with a child or children.
- Sleeping during volunteer service or official program activities.
- Touching a child on areas of their body which would be covered by a one-piece bathing suit.
- Transporting a child from the volunteer station in your personal vehicle (unless the child is related to you).
- Talking, texting, emailing, or otherwise using a cell phone in the classroom, while working with children, or during official program activities except during emergencies. (Emergency calls should be taken outside the classroom).
- Inviting a child from the volunteer station into your home.
- Giving your or another Foster Grandparent's phone number or address to a child or their family from the volunteer station.
- Making home visits or phone calls to children from the volunteer station.
-



- Contacting or maintaining a relationship with a child or their family from the volunteer station via social media, email, or via other on-line media.
- Lifting or trying to lift anything heavier than 10 pounds.
- Supervising other Foster Grandparents.
- Gossiping or spreading rumors about other Foster Grandparents or Foster Grandparent staff.

Volunteers who engage in inappropriate activities may be subject to corrective action or dismissal from the program.

### ***Discrimination***

Volunteers are prohibited from discriminating against program staff, volunteer station staff, children, children's families, other volunteers, or anyone else with whom the volunteer may come in contact as part of their service duties on the grounds of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, genetic information, political affiliation, marital or parental status, or military service as protected by federal law. Volunteers who violate the discrimination policy may be subject to corrective action, including dismissal.

### ***Confidentiality***

As part of their service, Foster Grandparent volunteers will know and have access to information concerning children and other matters that must be held in the strictest confidence. Volunteers are responsible for holding this trust, as we believe everyone has the right to his or her own privacy. This is a moral and legal obligation.

Volunteers are allowed to discuss classroom issues only with supervisors at the appropriate time and place. Volunteers are prohibited from divulging information which may cause embarrassment to the person served or their family.

Any breach of confidentiality may result in corrective action or dismissal.

### ***Suspected Abuse or Neglect***

Foster Grandparents may encounter situations where they suspect that the child(ren) they are assigned to is being abused or neglected by another person. Volunteers should document the reasons for their suspicions or what they have witnessed to the best of their ability and report this to their station supervisor immediately, so the supervisor may take the appropriate action. The volunteer should also contact the FGPCV staff so they may follow up on the issue with appropriate authorities.

If a volunteer is accused of abuse, the volunteer should contact the FGPCV staff immediately. The FGPCV staff will contact appropriate authorities, which may include AmeriCorps Seniors, CIMA insurance, law enforcement, and the sponsoring agencies to make sure that proper procedures are followed.

Whenever possible, a FGPCV staff member will be present to support the volunteer throughout the investigation. The volunteer will be suspended until the investigation is complete and the volunteer has been cleared. If the investigation reveals that the volunteer has abused or neglected a child, the volunteer will be dismissed from the program and is subject to all federal, state, and local laws.

### ***Gifts***

At certain times throughout the year, children or their families may desire to give gifts to the volunteer. Volunteers may not accept cash at any time and they may not accept gifts that exceed a value of \$25.00. Volunteers are not to ask clients or clients' families for gifts.

### ***Relationships with Volunteer Station Supervisors***

Foster Grandparent volunteers may not be supervised by close friends or family members.

Volunteers may not serve in a capacity where they will be under the supervision of or evaluated by family members or people with whom the volunteer has a personal relationship. This policy may be applied in situations where a conflict of interest could occur in relationships which are not legally recognized, for example, when volunteers maintain a relationship similar to the relationships described above, or in the case of romantic relationships. If a volunteer and a volunteer station supervisor or other person who supervises or evaluates a volunteer develop a romantic relationship, the volunteer should immediately contact the FGPCV staff so that they may be reassigned.

### ***Photography***

Foster Grandparents may not take personal photographs of children at their volunteer station.

### ***Cell Phones***

Foster Grandparents are not permitted to use cell phones (including texting) while in the classroom except in cases of emergency. Foster Grandparents should put cell phones on silent and step out of the room if they need to place or accept a phone call.

### ***Safety***

Volunteers are responsible for maintaining a safe working environment through their service and actions. Volunteers are required to:

- Comply with all federal, state, county, and local safety laws and regulations.
- Observe all rules and regulations from their volunteer station as it relates to the safe and efficient performance of their volunteer service.
- Report or correct any hazards, unsafe equipment, or unsafe practices as appropriate.
- Report to the volunteer station supervisor or FGPCV staff any accidents or injuries that occur to themselves or others while volunteering or participating in official program activities within 24 hours.
- Report to law enforcement, the volunteer station supervisor, and the FGPCV staff any crimes, acts of violence, or threats of violence.
- Refrain from coming in contact with infectious or hazardous materials, blood or bodily fluid, or any substance or equipment which may be hazardous or carry infectious diseases or viruses.
- Wash hands before and after handling food.
- Wash hands after using the restroom, nose-blowing, or grooming.

Volunteers who do not practice proper safety procedures while volunteering or participating in official program activities may be subject to corrective action or dismissal.

### ***Accident Reporting***

Any volunteer who is involved in an accident involving personal injury or damage to someone's belongings should immediately contact the FGPCV staff no more than 24 hours after the incident. Volunteers who are physically capable but fail to report an accident within 24 hours of the incident may be subject to corrective action or dismissal.

### ***Drugs and Alcohol***

Foster Grandparent volunteers should report to their volunteer service and official program activities in a condition to perform their service and participate in program activities safely, efficiently, and professionally.

Any volunteer who is found to be using controlled substances improperly or alcohol while serving as a volunteer or participating in official program activities may be dismissed from the program. Volunteers are prohibited from serving or consuming alcohol or being intoxicated while driving, volunteering, or participating in official

program activities. Volunteers are prohibited from using illegal drugs or misusing prescription drugs. Volunteers are prohibited from possessing paraphernalia for illegal drug use. Volunteers are prohibited from driving if they have taken any prescription, over-the-counter medication, or other substance that is labeled causing drowsiness as a side effect within four (4) hours prior to or at any time during their volunteer shift.

### ***Weapons and Violent Behavior***

Volunteers are prohibited from carrying firearms, explosives, or other dangerous or deadly weapons, either openly or concealed, while serving as a volunteer or during any official program activity. Intentionally or recklessly causing physical harm to any person while volunteering or during an official program activity, or causing reasonable apprehension of such harm, is prohibited. Volunteers are strictly prohibited from initiating or participating in any violent behavior. Volunteers who participate in any acts of violent behavior or do not comply with the weapons policy will be subject to corrective action or dismissal, and may be reported to local law enforcement agencies.

### ***Driving***

Volunteers may provide transportation to other volunteers in the program for official program events and trainings. All volunteers who drive to/from their volunteer site, or transport clients must maintain their vehicle in safe operating condition. Volunteers must abide by the state and local driving laws. Volunteers must practice safe driving practices while commuting to or from volunteer service or official program activities.

All volunteers who drive to/from their volunteer site clients must have a valid driver's license and have the minimum amount of automobile liability insurance coverage required by law. Volunteers who drive without a valid license or without the minimum amount of automobile liability insurance covered by law may be subject to corrective action or dismissal.

Volunteers must abide by the state and local laws regarding seat belts and buckle up on every trip. Every time a volunteer transports other people in their vehicle, including other volunteers, all people in the vehicle must have and use seat belts. The driver is responsible for ensuring all persons in their vehicle have and use fully-functioning seat belts during every trip. Volunteers who do not use seat belts while driving, either for themselves or their passengers, may be subject to corrective action or dismissal.

Volunteers may not knowingly put themselves or their clients at risk while driving. Volunteers are prohibited from driving if they have taken any prescription, over-the-counter medication, or other substance that is labeled as causing drowsiness as a side effect within the four (4) hours prior to or at any time during their volunteer shift. Any volunteer who is found to be using or under the influence of controlled substances or

alcohol while driving to/from their partner agency/volunteer site, or driving to/from participation in official program activities may be subject to corrective action or dismissal.

Volunteers are prohibited from using cell phones while driving to or from their volunteer service or driving while engaged in official program activities. Volunteers who use cell phones while driving may be subject to corrective action or dismissal. Volunteers may pull off the road into a parking lot, fully stop the vehicle, put the vehicle in park, and then make or take a cell phone call.

### ***Dress Code and Appearance***

Volunteers must practice good personal hygiene. Volunteers should check with their volunteer station regarding the site's specific dress code and appearance policy. Foster Grandparent Program guidelines include:

- Clothing must be neat, clean, comfortable, washable, in reasonable condition, and appropriate for the partner agency and activities.
- Spandex and form-fitting pants are prohibited.
- Dresses and shorts should not ride more than halfway up the thigh while sitting.
- Midriff tops, strapless or spaghetti-strap tops, undershirts, or shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans are prohibited.
- Hair must be clean and well groomed.
- Footwear should be comfortable and safe. Flip-flops and high heels are discouraged. Flip-flops are not permitted at Early Head Start and Head Start sites.
- Caution should be used in wearing jewelry, buttons, or clothes that could harm others or the volunteer.
- Fingernails should be well groomed and an appropriate length that will not cause injury to others or the volunteer.
- Visible body piercings and tattoos should be minimal and in good taste.
- Use of cologne, perfume, or after-shave lotion is discouraged.
- Smelling of cigarette smoke is prohibited.
- Bad body and breath odor are prohibited. Volunteers must practice good personal hygiene, bathe regularly, and brush their teeth/dentures on a regular basis.

### ***Name Badges***

Name badges must be returned if the volunteer resigns or is dismissed from the program. Volunteers are encouraged to wear their Foster Grandparent Program uniform during volunteer hours, which may include a smock, vest, or shirt.

Volunteers who do not comply with the dress code and appearance policy may be subject to corrective action or dismissal.

## **Section 5: Time Sheets and Pay Days**

### ***Time Sheets***

Time sheets are prepared and submitted monthly. Your service hours, leave hours, training hours, and holiday hours are recorded on a time sheet that is submitted at the end of each pay period. When completing your time sheet, please remember the following items:

- The time sheet must be a thorough, complete and honest record of your time served. In cases where FGPCV policies allow you to indicate hours for time not actually served (i.e., bad weather days, holidays, site emergency, early dismissal, etc.), please be equally honest and thorough in claiming hours under these policies.
- The time sheet must be completed in black ink (no pencil or other color ink).
- Only the original time sheet can be accepted. We cannot accept a copy of a time sheet.
- If there are any errors on the time sheet, do not use correction fluid to correct the error. Mark through the error, enter the correct numbers, and then initial the changes.
- Falsification of any time reported on your time sheet may be cause for corrective action or dismissal from the Foster Grandparent Program.
- Partial hours should be shown in quarter-hour increments (6.25, 6.50, 6.75, etc.).
- Time sheets must be signed by you and your volunteer station supervisor prior to submitting to the FGPCV office.
- The due date is shown on the top of the time sheet. Time sheets received more than 3 days after the due date may result in the volunteer not receiving a stipend payment and mileage reimbursement on time.

### ***Pay Days***

Foster Grandparents are paid by direct deposit to your bank or savings account monthly and pay days occur two weeks after the end of the pay period. For example, you will be paid by the 15<sup>th</sup> of the month for the pay period that ended at the end of the previous month. If the pay day falls on a weekend or a holiday, all efforts will be made by the CVCOG staff to issue deposits on the last working day prior to the holiday.

It is the volunteer's responsibility to notify the FGPCV staff of any changes in your bank account in order to avoid delays in payment. CVCOG will require an official document from your financial institution indicating your complete account and routing number.

## **Section 6: Assignment Plans and Performance Evaluations**

### ***Assignment Plans***

You will have an Assignment Plan prepared for each child assigned to you. The Assignment Plan will list the needs of the child and the educational goals for the year. This Assignment Plan will help guide your activities with the child during the year. The child's progress will be evaluated at the end of the school year to assess their progress during the year.

### ***Performance Evaluations***

In order to provide feedback on your performance and to encourage improvement, your teacher or supervisor will conduct a Performance Evaluation on you each Spring. The evaluation will highlight areas in which you are doing very well and areas that may need improvement. The annual Performance

Evaluation is a required process and it is an important part of providing high quality service to the students and schools we serve. Any persons receiving an unsatisfactory evaluation in any area will be counseled by FGPCV staff in an attempt to provide a plan for improvement.

## **Section 7: Corrective Action and Separation from the Foster Grandparent Program**

### ***Violations of Volunteer Policy***

The FGPCV intends to provide a meaningful experience for each volunteer and the people they serve. Occasionally, corrective action must be taken to ensure a quality program and positive experience for all. Examples of actions that may result in corrective action include, but are not limited to:

- Failure to comply with the policies outlined in this Volunteer Handbook
- Violation of confidentiality
- Multiple unexplained absences
- Failure to follow the Assignment Plan
- Failure to accept supervision from FGPCV staff and/or volunteer station staff

- Repeated refusal to take an assignment when not serving 10 hours per week
- Consistent inefficiency, incompetence, or negligence in the performance of volunteer assignment
- Showing disrespect, insensitivity, or discrimination toward children, families of children, the volunteer station supervisor, other volunteers, or other people with whom the volunteer may come in contact while volunteering or during official program activities
- Inappropriate behavior while serving or participating in official program activities
- Inappropriate behavior while off duty that may reflect poor judgment and inability to effectively provide services to the community

### ***Verbal Warning***

When a volunteer first violates program policy, the volunteer station supervisor and/or the FGPCV staff will give the volunteer a verbal warning. A written note of the verbal warning may be included in the volunteer's file.

### ***Written Warning***

A volunteer's second violation of program policy or a more serious first infraction will result in a written warning. The written warning will include the date and time of the incident(s), a description of the violation, and the consequences as a result of the infraction. The written warning will require the volunteer's signature and will be placed in the volunteer's file with a copy provided to the volunteer.

### ***Reassignment***

Although an offense may not warrant dismissal from the program, a volunteer station staff may request a volunteer's removal from their volunteer station. Reassignment for volunteers who are removed from their current placement at the request of the volunteer station agency will be considered on a case-by-case basis. If no other placement is available or appropriate, the volunteer will still be carried on the active roster pending a new assignment.

### ***Suspension***

Volunteers who fail to comply with program policies may also be placed on suspension until the issue is corrected. For example, volunteers who fail to turn in certain paperwork to meet program requirements, such as the income verification form or the annual physical, may be suspended until the form is submitted. Volunteers may also be placed on suspension while an accusation is investigated. Volunteers will not be allowed to serve or participate in official program activities, nor will they receive stipend and meal/mileage reimbursement until the issue is corrected and the volunteer's suspension is lifted.



### ***Dismissal***

Volunteers who fail to comply with program policies will be subject to dismissal from the program. Whenever possible, volunteers will be notified of their dismissal in person. When an in-person meeting is not possible, notification of dismissal will be made in writing. Volunteers who are dismissed must return their volunteer badge and FGP vest/smock.

### ***Eligibility-based Dismissal:***

If a volunteer's circumstances change and they are no longer eligible to participate in the Foster Grandparent Program, the volunteer will be dismissed. Examples of a dismissal based on ineligibility include but are not limited to:

- The volunteer's annual income increases to more than the eligible level set by AmeriCorps.
- The volunteer is unable to serve a minimum of 10 hours per week.
- The volunteer's fingerprint clearance is revoked or suspended by the Texas Department of Public Safety.
- The volunteer is required to be listed on the National Sex Offender Public Registry.

Volunteers dismissed due to ineligibility will be paid for any unused accrued leave time at the time of their separation from the program. Volunteers dismissed due to ineligibility may reapply if their eligibility status changes.

### ***Performance-based Dismissal***

A performance-based dismissal may occur as the result of corrective action process, or for any of the following reasons:

- Child abuse;
- Abuse of the volunteer partner agency staff, program staff, or property;
- Sexual misconduct, including but not limited to unwelcome sexual advances or attention, requests for sexual favors, and other verbal or physical conduct of a sexual nature which others may find intimidating, hostile, or offensive;
- Possession or use of a firearm or weapon while participating in official program activities;
- Use of alcohol, controlled substances, or illegal substances while volunteering or participating in official program activities;
- Misrepresentation of volunteer hours, mileage, or meals to defraud the program;
- Falsification of physical examination, income statement, or information on the application form;

- Financial misconduct with clients;
- Mental incompetency;
- Theft, embezzlement, or misuse of the funds or property belonging to the partner agency, partner agency staff, or clients;
- Actions that endanger the health and safety of the partner agency staff, children, clients, program staff, or families of clients served by the volunteer;
- Use of the Foster Grandparent position for personal gain beyond stipend payments and reimbursement. Personal gain may include political influence, taking items from clients or their family, being named in a client's will, invitations to children's birthday parties, etc.;
- Excessive absence or absences from an assignment for three or more consecutive days without notice to the FGPCV staff and volunteer station supervisor;
- Refusal or the inability of the volunteer to carry out a reasonable and necessary function of the Foster Grandparent role;
- A decision to remove the volunteer from the current partner agency has been made and no opportunity exists for an appropriate alternative assignment;
- Failure of the volunteer to abide by the rules and policies set forth in this Foster Grandparent Volunteer Handbook.

Volunteers who are dismissed from the program for performance-based reasons will not be eligible to reapply for a period of one year. However, these volunteers may participate in the grievance process if they are no longer on probationary status during their first six months of service.

### ***Grievance Process***

If a volunteer believes that he/she has been treated unfairly by volunteer station staff or by the FGPCV staff, he/she may utilize the grievance procedure. The purpose of the grievance procedure is to provide a just and equitable method for the prompt resolution of grievances without discrimination, coercion, restraint, or reprisal against the volunteer or the child or client being served who may submit or be involved in a grievance. The grievance procedure is as follows:

1. The volunteer submits a written complaint to the Director of Senior Volunteer Programs (Director of SVP). The written complaint must be filed with the program director within 15 calendar days of the event. The written complaint must state the issues in dispute and the remedy desired. The Director of SVP will respond with 15 calendar days.

2. If the volunteer disagrees with the outcome of the Director of SVP's review, the volunteer may submit a written complaint to the Concho Valley Council of Governments Executive Director within 7 calendar days of the Director of SVP's response. The written complaint must state the issues in dispute and the remedy desired. The CVCOG Executive Director will respond within 10 calendar days and this decision will be final. There are no other options for appeal.

# Memo

**To:** Executive Committee

**From:** Nolen Mears – Director of Senior Volunteer Programs

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 16

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## ITEM 16

Nolen Mears, Director of Senior Volunteer Programs, is seeking consideration and approval of the 2023 Foster Grandparent Volunteer Handbook.

*Approved at the Executive Committee Meeting on August 9, 2023.*

# Senior Companion Program of the Concho Valley Volunteer Handbook

5430 Link Road  
San Angelo, TX 76904  
(325) 944-9666      (325) 944-9925 (fax)

*A project sponsored by the  
Concho Valley Council of Governments  
and funded through a grant from AmeriCorps*





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## **Section 1: Introduction**

The Senior Companion Program of the Concho Valley (SCPCV) operates under the local sponsorship of the Concho Valley Council of Governments (CVCOG) in San Angelo, TX. The Senior Companion Program is part of AmeriCorps Seniors funded by a grant from AmeriCorps. Other programs under AmeriCorps Seniors are the Foster Grandparent Program and the Retired and Senior Volunteer Program (RSVP). The Code of Federal Regulations, Title 45, Parts 2551.23(k) and 2552.23(k) require that the Concho Valley Council of Governments establish written service policies for Senior Companion volunteers. Policies are generally broad statements of principle and purpose and are intended to serve as a framework for decision making and administrative action. However, policies can nevertheless establish specific substantive standards and requirements, including standards of personal and professional conduct. Violating these policies may result in corrective action or dismissal from the program.

The Senior Companion volunteers in the Concho Valley join more than 330,000 AmeriCorps Seniors volunteers nationwide who make a difference in their communities. Senior Companions work with elderly homebound individuals by providing in-home companionship and assistance with minor household chores with the purpose of helping the individual to remain living independently in their residence for as long as possible. Senior Companions also provide respite care service in which they provide an in-home presence with an elderly person in order to allow the primary caregiver the opportunity to go to work, to attend to personal and household-related duties outside the home, or just to have the opportunity to leave the home temporarily and escape the pressures of being a full-time caregiver. The Concho Valley Council of Governments sponsors programs and services for the following counties in West Texas: Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, and Tom Green.

### ***Statement on Non-Discrimination***

The Senior Companion Program as administered by the Concho Valley Council of Governments is an inclusive program. No person will be excluded from participation in, or be denied benefits of participation in the Senior Companion Program on the grounds of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, or political affiliation, marital or parental status, genetic information or military service. (45 CFR 2551.121(f), Section 2.3.4 AmeriCorps Seniors Senior Companion Program Operations Handbook – Version 2023.1)

### ***Statement on Diversity, Equity and Inclusion***

The Senior Companion Program serves a diverse population from across the Concho Valley and this diversity comes in many forms – sexual diversity, cultural and ethnic diversity, and racial diversity. To better address the needs of those we serve, we seek to have an equally diverse group of Senior Companion volunteers so we can better match our volunteers to the needs of the clients whenever possible.

In serving our clients, we must remember that each one is to be treated with the dignity and respect that we would expect for ourselves. Should there be any reported incidents where this standard might not have been met, we will investigate the accusations. If it is determined that the allegations are true, appropriate disciplinary action will be taken which could include termination from the program.

Likewise, if you feel that you have been subjected to any form of harassment, discrimination or derogatory comments during your service based on any group to which you may belong, we will also investigate those accusations. If those are determined to be true, we will take appropriate action which could include the permanent termination of services to the client. Please visit with your SCP staff concerning any issues related to these topics.

### ***List of Prohibited Activities***

While charging time to a Senior Companion program, accumulating service of training hours, or otherwise performing activities supported by the Senior Companion Program or AmeriCorps, staff and volunteers may not engage in the following activities:

- **Political Activities.**
  - No part of any award may be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.
  - No project may be conducted in a manner involving the use of funds; the provision of services, space, or facilities; or the employment or assignment of personnel in a manner that identifies the project with:
    - Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
    - Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
    - Any voter registration activity except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making voter registration applications and nonpartisan voter registration information available, employees of the sponsor and volunteers may not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.
  - No AmeriCorps Seniors volunteer or employees of a sponsor or volunteer station may take any action, when serving in such capacity, with respect to a partisan or nonpartisan political activity that would result in the identification or apparent identification of AmeriCorps Seniors Foster Grandparents with such activity.

- The sponsor may not use grant funds for any activity that influences the passage or defeat of legislation or proposals by initiative petition. In other words, there is a prohibition against using AmeriCorps grant funds for lobbying activities.
- Prohibitions of electoral and lobbying activities are fully set forth in 45 CFR 1226.
- **Restrictions on State or Local Government Employees.**
  - If the sponsor is a state or local government agency with a grant from AmeriCorps, certain restrictions contained in Chapter 15 of Title 5 of the United States Code are applicable to persons who are principally employed in activities associated with the project. The restrictions are not applicable to employees of educational or research institutions. Employees subject to these restrictions may not:
    - Use their official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office; or
    - Directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
    - Be a candidate for elective office, except in a nonpartisan election. (“Nonpartisan election” means an election in which none of the candidates is to be nominated or elected representing a political party any of whose candidates for Presidential elector received votes in the last preceding election at which Presidential electors were selected.)
- **Religious Activities.**
  - AmeriCorps Seniors volunteers and project staff funded by AmeriCorps may not give religious instruction, conduct worship services, or engage in any form of proselytization as part of their duties.
  - A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use AmeriCorps Seniors funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under AmeriCorps Seniors.
  - While AmeriCorps Seniors programs may not provide religious instruction, conduct worship, or proselytize as part of service, volunteers may drive a client or beneficiary to a religious service, provided this activity is part of the volunteer’s service activity description. A volunteer may remain with a client who is attending a religious service if the activity is part of the agreed upon volunteer assignment. In other words, if an AmeriCorps Seniors volunteer and their client want the volunteer to accompany the client to a religious service as

part of the volunteer's service activity, and if the AmeriCorps Seniors volunteer is not responsible for conducting a religious service, the volunteer is not engaged in a prohibited activity. The volunteer, though, cannot lead any part of the religious service.

- **Labor and Anti-Labor Activity.** No grant funds may be directly or indirectly used to finance labor or anti-labor organizations or related activity.
- **Non-Displacement of Employed Workers.** An AmeriCorps Seniors volunteer may not perform any service or duty or engage in any activity that would otherwise be performed by an employed worker or which would supplant the hiring of, or result in the displacement of employed workers, or impair existing contracts for services.
- **Prohibition on Fee-for-Service.** Under no circumstances may an AmeriCorps Seniors volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends. No person, organization, or agency may request or receive any compensation for services of AmeriCorps Seniors volunteers.
- **Neptotism.** Persons selected for project staff positions may not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the Advisory Council and with notification to AmeriCorps.
- **Volunteer Status.** AmeriCorps Seniors volunteers are not employees of the sponsor, the volunteer station, AmeriCorps, or the Federal Government.
- **Fair Labor Standards.** A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities must pay wages at prevailing rates as determined by the secretary of Labor in accordance with the David-Bacon Act, as amended, 40 U.S.C. '276a.
- **Prohibitions on Abortion Service.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps Seniors program or AmeriCorps Seniors, staff and volunteers may not engage in providing abortion services or referrals for receipt of service.

**This handbook may be revised at any point during the year as the need arises. Volunteers will be provided with a written copy of any changes to the handbook.**

## **Section 2: Becoming a Senior Companion Volunteer**

### ***Volunteer Definition and Implications***

A “volunteer” is anyone who performs service without compensation or expectation of compensation beyond reimbursement for out-of-pocket expenses. Senior Companions are volunteers and are not employees of the Concho Valley Council of Governments, the Senior Companion Program, AmeriCorps, the federal government, or any partnering agency or volunteer station. Volunteers are not paid a wage and are not eligible for federal or state worker’s compensation in the event of an accident. Senior Companions do receive a monetary stipend for each hour of service, but this stipend is not considered to be a wage and it does not alter the Senior Companion’s status as a volunteer.

### **Program Eligibility**

Senior Companions must meet eligibility guidelines in order to serve as volunteers. In accordance with these guidelines, volunteers must:

- Be age 55 or older;
- Meet income guidelines set by AmeriCorps, including gross income from all sources, which is reviewed annually;
- Be physically capable of serving at least 10 hours per week without detriment to themselves or the people they serve; and
- Pass a National Sex Offender Public Registry check, a State of Texas statewide criminal history check, and a fingerprint-based Federal Bureau of Investigation (FBI) criminal history check. Applicants who apply while residing in another state will be required to undergo a statewide criminal history check of that state.

### ***Background Checks and Fingerprinting***

New applicants to the Senior Companion Program must pass a three-part National Service Criminal History check. All elements of the Criminal History Check must be completed prior to a volunteer beginning service or training. Those three elements, conducted by the SCPCV staff, include:



- A National Sex Offender Public Registry Check;
- A State of Texas criminal history check Texas Department of Public Safety. Applicants who apply while residing in another state will also require a name or fingerprint-based search of the criminal history repository of the state they reside in at the time they apply.); and
- A fingerprint-based FBI criminal history check.

The SCPCV will pay for the cost of fingerprinting and will use an approved vendor to conduct the fingerprinting.

Certain applicants may have fingerprints that are difficult to read due to scarring, age, or poor fingerprint quality. The State of Texas requires two attempts to obtain a usable fingerprint reading. If an applicant's fingerprint results come back as unreadable two times, the SCPCV will conduct a name-based FBI background check. This process could take several weeks to complete.

Applicants are automatically ineligible to serve as a Senior Companion if they:

- Refuse to authorize the SCPCV staff to conduct any part of the National Service Criminal History check;
- Are listed, or required to be listed, on the National Sex Offender Public Website;
- Make false statement regarding their criminal history; or
- Have been convicted of murder.

New Senior Companions will begin receiving an hourly stipend when the pre-service training begins. Consequently, volunteers may not begin pre-service training unless all elements of the criminal background check have been completed and evaluated by SCPCV staff.

### ***Continuing and Former Volunteers***

Once in the program, continuing volunteers do not need to undergo further background checks in order to maintain their program eligibility. However, some volunteers may be assigned to volunteer stations which may require their own background checks or may require periodic follow-up checks.

### **Training**

All volunteers are required to participate in training related to their duties as a Senior Companion volunteer.

### ***Pre-Service Orientation Training (MANDATORY)***

Pre-service orientation training will orient the volunteer to the Senior Companion Program, the CVCOG, the roles and activities of a volunteer, the Senior Companion Volunteer Handbook, administrative procedures, project staff, community resources, and volunteer stations and assignments.



New volunteers and former volunteers who have been out of service for more than one year are required to participate in 20 hours of orientation and pre-service training prior to being placed for service.

Volunteers who resign and re-apply to the same program will not be required to repeat the entire 20 hours of orientation and training if the break in service was less than one year. However, some training may be required in order to update the volunteer on policies and procedures that may have changed since they last served.

***Monthly In-Service Training (MANDATORY)***

Volunteers are required to participate in a monthly in-service training during the year and must complete at least 24 hours of training per year. This training is usually held at the Concho Valley Council of Governments Training Center in San Angelo, TX. Volunteers are paid a stipend for this training as well as mileage reimbursement to and from the training.

Volunteers should inform the SCPCV staff if they are going to be absent from an in-service training session. If a last-minute emergency prevents a volunteer from attending an in-service meeting without informing the SCPCV staff in advance, the volunteer should inform the SCPCV staff as soon as possible after the training of the reason for their absence. It is the volunteer's responsibility to obtain any materials distributed at the in-service and to find out any announcements that were made.

Volunteers who fail to attend at least 24 hours of in-service training hours per year may be dismissed from the program or face other corrective action.

***Probationary Period***

All new volunteers to the Senior Companion Program will be on probationary status for six (6) months beginning on the date they begin service with a client. During this probationary period, the new volunteer may be dismissed at the discretion of the Senior Companion Program staff. The purpose of the probationary period is to give the volunteer the opportunity to demonstrate that they can effectively perform the duties of a Senior Companion and comply with program requirements. A volunteer dismissed during the probationary period is not entitled to utilize the grievance procedures.

## **Section 3: Volunteer Benefits**

### ***Hourly Stipend***

Senior Companion volunteers receive an hourly stipend of **\$4.00** per hour for direct service, training, holiday, leave time, and any other official program projects (e.g., recognition event, days of service). Time spent commuting to and from assignments from the volunteer's residence is not considered service time and is not stipended. However, for Senior Companions serving at more than one location, the time spent commuting from one assignment to the next can be claimed as service time.



The stipend rate is set by the federal government and is subject to change. The hourly stipend and any mileage reimbursements are paid monthly via direct deposit to the volunteer's bank account, on or about the 15th of the following month. For example, service hours for October will be paid by November 15<sup>th</sup>.

The hourly stipend is considered a cost reimbursement rather than a wage and is not subject to any tax or charge. Under the provisions of the Domestic Volunteer Service Act, stipend payments may not be treated as wages or compensation for the purposes of unemployment insurance, temporary disability, retirement, public assistance, worker's compensation, or similar benefit payments or minimum wage laws. In cases where authorities are not familiar with the provisions of the Domestic Volunteer Service Act, the volunteer should ask the SCPCV staff for an "income disregard" statement to provide to those authorities. This memo provides specific citations and explains that the stipend provided to Senior Companion volunteers is not considered income.

### ***Transportation Reimbursement***

Subject to the limits of funding availability, Senior Companion volunteers are provided reimbursement for mileage driven to and from their volunteer assignment and for official program activities such as orientation, in-service meetings, advisory board meetings, and recognition events.

Volunteers who drive their own vehicles will be reimbursed at the current reimbursement rate, which is announced at the beginning of each grant year. The reimbursement rate and maximum mileage for reimbursement is subject to change based on funding availability. Reimbursement payments are included with the stipend payments. Mileage distances will be determined using Google Maps and mileage totals will be rounded up to the nearest whole number to facilitate record-keeping and calculations.



**As a condition of receiving a mileage reimbursement, volunteers must provide proof of auto liability insurance to the SCPCV staff. Volunteers who fail to provide current documentation of liability insurance are ineligible to receive a mileage reimbursement.**

If you are driven to and from your assignment by a third party, you may still claim a mileage reimbursement for those miles. The payment will be paid to you and it will be up to you how to handle any reimbursement to your driver. There are two stipulations for this payment plan: (1) the third party cannot be a person who is already receiving a mileage reimbursement from any AmeriCorps Seniors program, and (2) the travel arrangement must be approved in advance by a program staff member.

Volunteers who do not drive will be provided bus transportation through the Concho Valley Transportation District. The SCPCV pays for the cost of these trips. **It is your responsibility to notify CVTD at 947-8729 if you need to cancel bus service for a given day. Requests for schedule changes must be called in to SCP staff before 3:00 pm the day prior for CVTD scheduling to be made.**

### ***Personal Leave***

Senior Companion volunteers accrue personal leave hours at a rate of 9.5% for each hour served (9.5 hours of leave for every 100 hours of service). Personal leave is earned on all direct service time and training time. Leave is not earned for holiday hours or when using personal leave hours. Volunteers in pre-service training earn leave time for their training hours, but are not eligible to use personal leave until they begin service with a client. Depending on the availability of funds, the leave rate may be increased during the year up to a maximum rate of 10.75%. However, the leave rate will not be decreased below 9.5%. When calculating the number of leave hours earned each month, the total will be rounded up to the nearest quarter-hour.

Continuing Senior Companion volunteers receive an initial leave allocation of 40 hours at the beginning of the grant year (July 1). For persons joining the program during the year, the leave allocation will be adjusted depending on when the person joins the program.

If a volunteer misses work due to personal reasons (illness, vacation, bereavement, etc.) and the volunteer has available leave hours, the leave hours must be used to cover the missed work until the leave hours have been depleted. SCP staff is authorized to enter the appropriate number of leave hours on the volunteer's time sheet to cover the missed work.

Personal leave may be used for sickness, illness, injury, the illness or injury of an immediate family member, vacation, or other personal time. If illness prevents a volunteer from serving during their regularly scheduled service time, it is the volunteer's

responsibility to contact their volunteer station and client to inform them of their absence. It is the volunteer’s responsibility to notify their volunteer station of their planned absence at least one week in advance. For absences in excess of five (5) service days because of illness, hospitalization, injury, or other disability, the volunteer may be required to furnish a written statement from a physician certifying that the volunteer is able to return to service.

Volunteers will be paid for all unused personal leave hours accrued at the end of each fiscal year (June 30). Personal leave hours cannot be carried over from one grant year to the next. Volunteers are not permitted to “cash in” unused leave hours during the year prior to the June 30 date unless they are leaving the program. **However, Senior Companions who are between assignments may use their personal leave hours at a rate of 4 hours per day until their leave hours are depleted.**

***Holiday Leave***

The Senior Companion Program observes the following holidays in during the year. For these days, you may claim an amount of holiday hours for the day equal to the number of hours you were scheduled to work on that day. However, if you are not scheduled to work on Wednesdays and a holiday falls on a Wednesday, you cannot claim that day as a holiday for you.

Independence Day	July 4, 2023 (Tuesday)
Labor Day	September 4, 2023 (Monday)
Veterans Day	November 10, 2023 (Friday) (observed)
Thanksgiving Week	November 20-24, 2023
Christmas Holidays	December 20-29, 2023
New Year’s Day	January 1, 2024 (Monday)
Martin Luther King, Jr. Day	January 15, 2024 (Monday)
President’s Day	February 19, 2024 (Monday)
Good Friday	March 29, 2024 (Friday)
Memorial Day	May 27, 2024 (Monday)
Juneteenth	June 19, 2024 (Wednesday)

***Bad Weather and Emergency Closures***

The Concho Valley Council of Governments uses the schedule of the San Angelo Independent School District to determine if it will be open for business in the case of bad weather. During inclement weather, volunteers should check their local news to find out if schools are closed or will have a delayed opening and this will determine if and when you should report for duty. If the local school district announces that schools are closed or on a delayed start schedule due to inclement weather, Senior Companions should not report for service during these periods. Inclement weather may include such things as:

- Snow/ice
- Heavy rain/flooding
- Tornados
- High winds/dust storms

When schools are closed or on a delayed start schedule due to weather issues, there is no need to notify the SCPCV Office or the volunteer station. Senior Companions are not expected to take unreasonable transportation risks in order to go to work.

When schools are on a delayed start schedule (for example, starting one or two hours late) due to inclement weather, Senior Companion volunteers should adjust their service time accordingly. Volunteers will be paid for any hours missed during a delayed school schedule if they were scheduled to serve during those hours. Notation of the bad weather should be shown on the time sheet. **If there was a delayed opening and you chose not to report for any service that day, you will not be paid any Work Hours for that day. However, you could use personal leave hours for the day.**

If inclement weather occurs at a time when schools are not in session, travel advisories from local law enforcement agencies will provide guidance on whether or not volunteers should report for duty with their clients.

Sometimes a client's residence may experience an emergency that makes it unwise or unsafe for Senior Companion volunteers to serve at the residence until the matter is remedied. Examples of a site emergency would be things such as fire or water damage, a broken water or gas line, electrical outage, etc. If a volunteer is prevented from reporting to service due to a problem at their assigned location, the volunteer will be reimbursed for the hours they were scheduled to work on each day until the problem is remedied. Please consult with SCPCV staff for situations involving an issue lasting more than 5 days. Transportation reimbursements will not be made during a site emergency closure unless the volunteer was already at the site when the emergency occurred.

### ***Emergency Situations***

In cases of an extended emergency or special circumstance lasting one week or more which prohibits volunteers from serving at their regular assignment site according to their normal schedule, the SCPCV office will contact the AmeriCorps regional office to request authorization to continue paying a stipend to program volunteers during the emergency or special circumstance. Examples of such situations include, but are not limited to, the following:

- Natural disaster;
- Epidemic or pandemic;

- Local or regional restrictions on outdoor activity (i.e., air quality alerts resulting from fires, air-borne pollutants or hazardous substances;
- Damage to work site resulting from fires, explosions, etc.;
- Power or water service outages.

Payment of the stipends for emergency situations is contingent upon approval from the AmeriCorps regional office.

<b><i>Reporting Various Situations on Your Time Sheet</i></b>		
<b>Category</b>	<b>Hours to Report</b>	<b>Mileage Paid?</b>
<b><i>Work</i></b>	Show your work hours for each day on your time sheet.	Yes
<b><i>Training</i></b>	Show the amount of training time on your time sheet. In-service training sessions are normally 4 hours and are mandatory. Pre-service training hours will vary by day.	Yes
<b><i>Personal Leave hours</i></b>	Show the amount of leave hours you are requesting to use for the appropriate day. Daily leave hours cannot exceed the number of hours you would have worked on that day and cannot exceed the number of hours in your leave account.	No
<b><i>Holidays</i></b>	Show holidays hours for any day that is a Senior Companion Program holiday. Holiday hours equal the number of hours you would have normally served on that day.	No
<b><i>Services Not Needed Due to Client Issues</i></b>	If your client does not need your services on a given day or part of a day (sick, doctor visit, in hospital, family in town, client out of town, etc.), show your normal work hours for that day and make the appropriate notation on your time sheet.	No
<b><i>Services Not Needed Due to a Physical Issue at the Client's Residence</i></b>	If there is an issue at the client's residence that makes it unwise or unsafe for you to be there, do not report for duty and show your normal work hours for that day. Examples of this situation would include water leaks, fire, electrical outage or disconnection, insect/rodent infestation, etc. Please notify SCPCV staff of these situations.	No
<b><i>Services Not Needed Due to Client</i></b>	If there is a situation with your client which may involve an extended period when your services will not be needed, such as a serious health situation or injury which	Yes/No

<b><i>Issues (extended duration)</i></b>	may require an extended hospital stay followed by time in a rehab facility or nursing home, please consult with SCPCV staff concerning the status of your assignment with the client.	
<b><i>Death of a Client</i></b>	Please consult with SCPCV staff if your client passes away. You will normally be allowed a few days with pay following the death of a client.	No
<b><i>Bad weather days (site closed all day)</i></b>	Show as work hours. Daily hours equal the number of hours you would have normally served on that day. Indicate “Bad Weather Day” on the time sheet notes.	No
<b><i>Delayed service due to weather</i></b>	Show as work hours if you went to your client’s residence later that day. Daily hours equal the number of hours you would have normally served on that day. Indicate “Delayed Serviced - Bad Weather Day” on time sheet. If you chose not to work at all on this day, you cannot claim any Work Hours or mileage for the day. You may use Personal Leave Hours for the day.	Yes/No
<b><i>Jury Duty</i></b>	Show as work hours. Daily hours equal the number of hours you would have normally served on that day. Indicate “Jury Duty” on the time sheet notes. Will be required to provide a copy of the Jury Summons and further documentation if selected to serve on the jury.	No
<b><i>Spring Break</i></b>	Spring Break holidays do not apply to persons serving in the Senior Companion Program.	No

***Annual Wellness Check***

Senior Companions may receive an annual wellness check as a benefit of serving as a Senior Companion; however, the annual wellness check is not a requirement to serve as a Senior Companion. The SCPCV will assist in paying for the wellness check if the volunteer cannot afford to do so.

While the SCPCV does not require the volunteer to pay an annual physical exam in order to serve in the program, certain service sites may have such a requirement. If the volunteer wishes to serve at one of those sites, the physical exam will be required. Otherwise, an alternate site will be offered.

***Secondary Insurance Coverage***

Senior Companions are eligible for three kinds of insurance: accident, personal liability, and excess automobile liability. These are not substitutes for personal insurance and only apply when the volunteer is engaged in official program activities or traveling to or from

official program activities. Volunteers are not covered under federal or state workers' compensation as they are not employees.

The SCPCV insurance is considered secondary coverage. Any insurance that the volunteer has will be billed first, and the volunteer will be reimbursed for any out-of-pocket expenses, including co-pays (although there are exceptions to this rule).

The following provides further information about the various types of insurance provided:

### ***Accident Insurance***

As a volunteer, we provide accident insurance that covers personal injury during travel between your residence and places of assignment, during your volunteer service, during meal periods while serving as a volunteer, and while attending official program activities. Protection is provided against claims in excess of any benefits or services for medical care or treatment available to you from other sources, including:

- Health insurance coverage,
- Other hospital or medical service plans,
- Any coverage under labor-management trusted plans, union-welfare plans, employer organization plans, or employee-benefit organization plans, and
- Coverage under any governmental program or provided by any statute.

The following coverage amounts apply to accident insurance:

- \$50,000 or more for accidental medical expenses.
- \$50 for repair or replacement of damaged eyeglass frames and \$50 for replacement of broken prescription eyeglass lenses or contact lenses.
- \$500 for repair of dentures; \$500 per tooth for treatment of injury to natural teeth, limited to a total of \$900.00.
- \$2500 for accidental death or dismemberment.

### ***Personal Liability Insurance***

Protection is provided against claims in excess of protection provided by other insurance. This coverage is against injury or property damage claims arising out of your service activities. The amount of protection is \$1,000,000 for each occurrence of personal injury or property damage and is in excess of any other valid and collectible insurance, and a \$3,000,000 annual aggregate.

### ***Excess Automobile Liability Insurance***

To avoid a gap in coverage between your personal vehicle insurance and liability claims in excess of that coverage, we provide Excess Automobile Liability Insurance coverage of not less than \$500,000 for each accident for bodily injury and/or property damage. We provide protection against claims in excess of the greater or either:

- The liability insurance you carry on your own vehicle,
- The limits of the applicable State of Texas Motor Vehicle Financial responsibility Law, or
- In the absence of a state financial responsibility law, \$50,000 for each person, each accident, and for property damage.

***Annual Recognition Event***

The SCPCV hosts a recognition event each year to honor and recognize Senior Companions and the service they provide to the community.

***Awarding Additional Leave Hours as Recognition***

All Senior Companions who are on the “active” roster at the end of the grant year are eligible to receive an award of additional leave hours as a form of recognition. Volunteers earn “recognition points” during the year and recognition award hours will be calculated as follows and included in the final awarding of extra leave hours at the end of the grant year. Points may also be awarded for completing special activities.

<b>Category</b>	<b>Points</b>
Served 50 – 299 hours in grant year	2
Served 300 – 699 hours in grant year	5
Served 700 – 1099 hours in grant year	9
Served 1100 – 1499 hours in grant year	14
Served 1500+ hours in grant year	20
0-3 years of consecutive service as of the end of the grant year	4
4-6 years of consecutive service as of the end of the grant year	7
7-9 years of consecutive service as of the end of the grant year	11
10-12 years of consecutive service as of the end of the grant year	16
13-16 years of consecutive service as of the end of the grant year	22
17+ years of consecutive service as of the end of the grant year	29
1 – 49 bus trips	3
50 – 99 bus trips	6
100 – 149 bus trips	9
150 – 199 bus trips	12
200 – 249 bus trips	15
250 – 299 bus trips	18
300 – 349 bus trips	21
350 + bus trips	24

*Note: Hours are based on direct service hours and training hours. It does not include personal leave hours or holiday hours. The total amount of funds available for distribution as Recognition Hours will be determined at the end of the grant year. In calculating the total amount of additional leave hours to be awarded, hourly totals will be rounded up to the nearest quarter-hour.*

## **Section 4: Volunteer Service**

### ***Hours of Service***

Volunteers are expected to serve a minimum of 10 hours per week and may not serve more than 40 hours per week, including direct service, training, holiday, and personal leave. Volunteers may not receive stipends for more than 2080 hours per grant year, which includes all direct service hours, training hours, holiday hours, and personal leave hours. Volunteers who serve more than 2080 hours per fiscal year will not be reimbursed for any hours above 2080 hours, and may be subject to dismissal from the program. Service schedules may be adjusted to assure that a volunteer's hours do not exceed 2080.

If it becomes evident that a Senior Companion is not capable of serving at least 10 hours per week, that volunteer may be dismissed from the program or placed on a leave of absence to see if the situation improves.

If illness, vacation, inclement weather, or other circumstances prevent a volunteer from serving during their regularly scheduled service time, it is the volunteer's responsibility to contact their volunteer station to inform them of their absence. Volunteers must inform the client and SCPCV staff of planned absences at least one (1) week in advance.

Commute time, defined as travel time from the volunteer's home to the place of assignment, is not counted as service time. However, if volunteers are serving at multiple sites, travel time between individual assignments is counted as service time.

Attendance at pre-service orientation, in-service training, advisory council meetings, and recognition events is counted as service hours, and should be recorded in the appropriate column on the volunteer timesheet.

Any misrepresentation or falsification of hours served may be cause for dismissal.

### ***Leave of Absence/Break in Service***

Volunteers may take a leave of absence of up to six (6) consecutive months and still be carried on the active roster in the Senior Companion Program. Volunteers who want to take a leave of absence must request a leave of absence from the SCPCV staff. Any accrued personal leave time will first be paid to the volunteer, and then the volunteer will be put on leave without pay status. The start date for the leave of absence will be the date that all remaining leave hours are depleted. A leave of absence is considered a temporary interruption in their service rather than a break in service.



While on a leave of absence, Senior Companions:

- Are not to attend any SCP function (i.e., in-service training, recognition events, etc.),
- Will not be reimbursed for any program activity, and
- Are not eligible for holiday pay for any holidays occurring during the leave of absence.

Volunteers who want to return from a leave of absence must give the SCPCV staff at least two weeks' notice so appropriate service arrangements can be made. There is no guarantee that the volunteer's original assignment will still be available upon returning from a leave of absence nor is there a guarantee that another assignment will be available at that time. Volunteers will not be allowed to return from a leave of absence until all program requirements are met and documentation is up to date. For example, a volunteer who has been on a leave of absence may need to submit new income documentation to re-establish program eligibility.

If a volunteer has not returned to service after six (6) months, he/she will be placed on "inactive" status. If the volunteer does not return to the program within 180 days from being declared "inactive," they will be required to submit a new application, have new background checks and re-establish program eligibility should they subsequently wish to return to the program.

### ***On-going Requirements***

Senior Companions must meet on-going requirements to continue serving as a volunteer:

- Track their service on a timesheet. Volunteers must use the timesheet provided by the Senior Companion Program to track their hours and miles driven.
- Complete an annual income verification form. SCPCV staff will review income and determine program eligibility. Income for new volunteers cannot exceed the poverty level for the State of Texas by more than 200%. Continuing volunteers are allowed an additional 20% to the income limit.
- Work with the clients assigned to them.
- Participate in annual outcome assessments.
- Receive an annual supervisor evaluation. Partner agency supervisors are required to provide a performance appraisal to volunteers every spring, and share the appraisal with the volunteer.
- Participate in a Volunteer Satisfaction Survey. Every spring, volunteers are invited to participate in anonymous surveys regarding their service as a Senior Companion volunteer. Because these surveys are anonymous, SCPCV staff

cannot track who completed the surveys. However, every volunteer is encouraged to provide their feedback.

Volunteers will not be considered in compliance with the ongoing requirements until all forms are complete and returned to the SCPCV offices. This includes making sure all required information is included on the form and all original signatures are present (scans, copies, and faxes are not accepted). The SCPCV staff will notify volunteers the due dates for each type of documentation each year. Volunteers who fail to return the required documentation within 30 days of the due date may be suspended from service and will not be allowed to return to service until the required documentation is submitted.

Any volunteers who are arrested are required to inform the SCPCV staff of their arrest within 48 hours. The volunteer will be suspended from serving until an investigation can be conducted to determine the volunteer’s status in the program.

Document	Due Date
Proof of annual household income	January – February
Performance Evaluation	Late Spring
Proof of auto liability insurance	As it expires
Driver’s License	As it expires

***Resignation or Retirement***

Senior Companions may choose to leave the program at any time. The SCPCV requests that volunteers submit a dated, written statement to the SCPCV staff stating the date that they will resign and their reason. Volunteers who resign or retire must return their volunteer badge and SCP vest/smock. They will also be paid out any accrued leave time, pending funding availability. Volunteers who resign and later decide they would like to volunteer again will need to reapply to the program, including undergoing fingerprinting again if they have been out of the program for more than 180 days.

***Code of Conduct***

Senior Companion volunteers must conduct themselves with integrity and treat others with respect. While serving, volunteers must:

- Follow all federal, state, and local laws.
- Participate in the activities outlined on the Assignment Plan.
- Show respect for clients, volunteer station supervisors, other Senior Companion volunteers, the SCPCV staff and any other individuals or groups with whom the volunteer may come in contact.

- Behave in a non-threatening manner. Threatening activity may include verbal threats, physical threats, or displaying weapons. Behaving in a threatening manner may be cause for dismissal.
- Follow the directions provided by the volunteer station supervisor, except when it conflicts with Senior Companion Program policies.
- Arrive to volunteer assignment in a timely fashion, and call if running more than 15 minutes late when possible.
- Keep appointments with SCPCV staff or giving 24 hours of advance notice if cancelling when possible
- Stay in contact with SCPCV staff and informing them of changes in address and phone number, and respond to their calls or letters within 24 hours whenever possible.
- Refrain from participating in strenuous activities (no lifting anything heavier than 10 pounds).
- Maintain confidentiality of client information at all times
- Perform service while not under the influence of any drugs (including prescription and over-the-counter) or alcohol.
- Refrain from participating in political activity or proselytizing while volunteering.
- Dress in a professional manner and maintain a professional appearance, appropriate for the activities scheduled during service hours.
- Refrain from discriminating against program staff, volunteers, partner agency staff, or children based on religion, race, sex, age, gender, sexual orientation, or disability.
- Refrain from speaking unfavorably about the Concho Valley Council of Governments, its programs, mission, values, staff, partner agencies, or other volunteers.

Volunteers who do not comply with the codes of conduct listed above may be subject to corrective action or dismissal from the program.

### ***Appropriate and Inappropriate Activities***

Senior Companions serve elderly homebound clients in a supportive role within certain guidelines. Senior Companions should not be used by the client and/or the client's family to perform tasks which are outside the scope of the Senior Companion Program. Clients are provided with a list of appropriate and inappropriate activities prior to placing a Senior Companion with the client. If you are asked to do any task which is outside what is the expected level of service, please inform the client and/or client's family of the limitations of your position. If the issue persists, please notify the SCPCV staff.

**Appropriate Activities:** The following are examples of appropriate activities for Senior Companions:

- Grooming (brushing hair, painting fingernails).
- Assisting client with walking and getting to the bathroom without lifting the client.
- Assisting the client in getting dressed.
- Providing companionship, talking, listening, cheering up, playing games, etc.
- Providing peer or grief support.
- Writing letters, reading to the client, filling out forms.
- Preparing light meals, planning meals, doing light grocery shopping, labeling and organizing food for the client.
- Providing health or nutrition information.
- Assisting with medical, physical therapy and/or exercise regimens as prescribed by a doctor or physical therapist.
- Reminding client to take medication and monitoring medication usage.
- Light shopping and running errands.
- Doing light housework for the client. (NOTE: Light housekeeping means as minor dusting of furniture and floor (not mopping unless to mop up a spill that presents a safety hazard,) washing dishes, loading washer and dryer (if facilities are available in the client's home), disposing of trash, and making the client's bed.
- Accompanying the client to a nutrition site (see section on Transportation Policy).
- Taking walks with the client and providing information on exercise or recreation.
- Promoting client contact with family and friends.
- Providing information about community services and eligibility guidelines. Helping clients receive information on a needed service (i.e., Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), Medicaid, Medicare, etc).
- Bringing unmet needs to the attention of community service staff, other care providers, and SCPCV staff.



**Inappropriate Activities:** Inappropriate activities for volunteers include but are not limited to the following:

- Bathing clients (including sponge baths).
- Changing disposable briefs, undergarments, or pads.
- Depositing cash in banks or handling client money except as when making small purchases at the client's direction.
- Borrowing money from a client or client's family. Loaning money to a client.
- Preparing food or cleaning for persons other than the client.

- **Working on a paid (or volunteer) basis for the client or client's family outside of normal Senior Companion assigned hours.**
- Administering medication or personally handling medication. (NOTE: This may be performed only by the client, the client's family, or a licensed professional.)  
**You are permitted to remind the client to take their medication.**
- Extensive shopping.
- Major house cleaning (vacuuming, mopping, getting on ladders to dust). Moving furniture or heavy boxes. Housekeeping services normally provided by paid workers.
- Transporting a client in a vehicle or accepting a ride from a client. The Senior Companion and client may ride together on a bus, in a taxi, or with a third-party of the client's choosing.
- Starting a client or an exercise routine without doctor's instruction or family knowledge.
- Providing babysitting services for family members.
- Doing major household repairs or yardwork.

Volunteers who engage in inappropriate activities may be subject to corrective action or dismissal from the program.

### ***Discrimination***

Volunteers are prohibited from discriminating against program staff, volunteer station staff, clients and client families, other volunteers, or anyone else with whom the volunteer may come in contact as part of their service duties on the grounds of race, creed, belief, color, national origin, sex, age, disability, sexual orientation, or political affiliation, as protected by federal law. Volunteers who violate the discrimination policy may be subject to corrective action, including dismissal.

### ***Confidentiality***

As part of their service, Senior Companion volunteers will know and have access to information concerning clients and other matters that must be held in the strictest confidence. Volunteers are responsible for holding this trust, as we believe everyone has the right to his or her own privacy. This is a moral and legal obligation.

Volunteers are allowed to discuss client issues only with supervisors at the appropriate time and place. Volunteers are prohibited from divulging information which may cause embarrassment to the person served or their family. Any breach of confidentiality may result in corrective action or dismissal.

### ***Suspected Abuse or Neglect***

Senior Companions may encounter situations where they suspect that the client they are assigned to is being abused or neglected by another person. Volunteers should document the reasons for their suspicions or what they have witnessed to the best of their ability and report this to their station supervisor immediately, so the supervisor may take the appropriate action. The volunteer should also contact the SCPCV staff so they may follow up on the issue with appropriate authorities.

If a volunteer is accused of abuse, the volunteer should contact the SCPCV staff immediately. The SCPCV staff will contact appropriate authorities, which may include AmeriCorps Seniors, CIMA insurance, law enforcement, and the sponsoring agencies to make sure that proper procedures are followed.

Whenever possible, a SCPCV staff member will be present to support the volunteer throughout the investigation. The volunteer will be suspended until the investigation is complete and the volunteer has been cleared. If the investigation reveals that the volunteer has abused or neglected a client, the volunteer will be dismissed from the program and is subject to all federal, state, and local laws.

### ***Gifts***

At certain times throughout the year, clients or client families may desire to give gifts to the volunteer. Volunteers may not accept cash at any time and they may not accept gifts that exceed a value of \$25.00. Volunteers are not to ask clients or clients' families for gifts.

### ***Relationships with Volunteer Station Supervisors***

Volunteers may not serve in a capacity where they will be under the supervision of or evaluated by family members or people with whom the volunteer has a personal relationship. This policy may be applied in situations where a conflict of interest could occur in relationships which are not legally recognized, for example, when volunteers maintain a relationship similar to the relationships described above, or in the case of romantic relationships. If a volunteer and a volunteer station supervisor or other person who supervises or evaluates a volunteer develop a romantic relationship, the volunteer should immediately contact the SCPCV staff so that they may be reassigned.

### ***Photography and Cell Phones***

Senior Companions may not take personal photographs of clients. Senior Companions should limit the use of cell phones while on duty.

### ***Safety***

Volunteers are responsible for maintaining a safe working environment through their service and actions. Volunteers are required to:

- Comply with all federal, state, county, and local safety laws and regulations.
- Observe all rules and regulations from their volunteer station as it relates to the safe and efficient performance of their volunteer service.
- Report or correct any hazards, unsafe equipment, or unsafe practices as appropriate.
- Report to the volunteer station supervisor or SCPCV staff any accidents or injuries that occur to themselves or others while volunteering or participating in official program activities within 24 hours.
- Report to law enforcement, the volunteer station supervisor, and the SCPCV staff any crimes, acts of violence, or threats of violence.
- Refrain from coming in contact with infectious or hazardous materials, blood or bodily fluid, or any substance or equipment which may be hazardous or carry infectious diseases or viruses.
- Wash hands before and after handling food.
- Wash hands after using the restroom, nose-blowing, or grooming.

Volunteers who do not practice proper safety procedures while volunteering or participating in official program activities may be subject to corrective action or dismissal.

### ***Accident Reporting***

Any volunteer who is involved in an accident involving personal injury or damage to someone's belongings should immediately contact the SCPCV staff no more than 24 hours after the incident. Volunteers who are physically capable but fail to report an accident within 24 hours of the incident may be subject to corrective action or dismissal.

### ***Drugs and Alcohol***

Senior Companion volunteers should report to their volunteer service and official program activities in a condition to perform their service and participate in program activities safely, efficiently, and professionally.

Any volunteer who is found to be using controlled substances improperly or alcohol while serving as a volunteer or participating in official program activities may be dismissed from the program. Volunteers are prohibited from serving or consuming alcohol or being intoxicated while driving, volunteering, or participating in official program activities. Volunteers are prohibited from using illegal drugs or misusing prescription drugs. Volunteers are prohibited from possessing paraphernalia for illegal drug use. Volunteers are prohibited from driving if they have taken any prescription, over-the-counter medication, or other substance that is labeled as causing drowsiness as a side effect within four (4) hours prior to or at any time during their volunteer shift.

### ***Weapons and Violent Behavior***

Volunteers are prohibited from carrying firearms, explosives, or other dangerous or deadly weapons, either openly or concealed, while serving as a volunteer or during any official program activity.

Intentionally or recklessly causing physical harm to any person while volunteering or during an official program activity, or causing reasonable apprehension of such harm, is prohibited. Volunteers are strictly prohibited from initiating or participating in any violent behavior. Volunteers who participate in any acts of violent behavior or do not comply with the weapons policy will be subject to corrective action or dismissal, and may be reported to local law enforcement agencies.

### ***Driving***

Volunteers may provide transportation to other volunteers in the program for official program events and trainings. All volunteers who drive to/from their volunteer site and must maintain their vehicle in safe operating condition. Volunteers must abide by the state and local driving laws. Volunteers must practice safe driving practices while commuting to or from volunteer service or official program activities.

All volunteers who drive to/from their volunteer site clients must have a valid driver's license and have the minimum amount of automobile liability insurance coverage required by law. Volunteers who drive without a valid license or without the minimum amount of automobile liability insurance covered by law may be subject to corrective action or dismissal.

Volunteers must abide by the state and local laws regarding seat belts and buckle up on every trip. Every time a volunteer transports other people in their vehicle, including other volunteers, all people in the vehicle must have and use seat belts. The driver is responsible for ensuring all persons in their vehicle have and use fully-functioning seat belts during every trip. Volunteers who do not use seat belts while driving, either for themselves or their passengers, may be subject to corrective action or dismissal.

Volunteers may not knowingly put themselves or their clients at risk while driving. Volunteers are prohibited from driving if they have taken any prescription, over-the-counter medication, or other substance that is labeled as causing drowsiness as a side effect within the four (4) hours prior to or at any time during their volunteer shift. Any volunteer who is found to be using or under the influence of controlled substances or alcohol while driving to/from their partner agency/volunteer site, driving clients, or driving to/from participation in official program activities may be subject to corrective action or dismissal.



Volunteers are prohibited from using cell phones while driving to or from their volunteer service or driving while engaged in official program activities. Volunteers who use cell phones while driving may be subject to corrective action or dismissal. Volunteers may pull off the road into a parking lot, fully stop the vehicle, put the vehicle in park, and then make or take a cell phone call.

### ***Political and Religious Activity***

Volunteers may not engage in the following political activities while on duty or while off duty but presenting themselves as Senior Companion volunteers through the Concho Valley Council of Governments:

- Attempting to influence the outcome of any election for public office,
- Attempting to influence the passage or defeat of legislation or proposals,
- Using any program resources for the purpose of attempting to promote or defeat a candidate for public office, ballot measure, or other legislation,
- Directly or indirectly using the name of the Concho Valley Council of Governments or Senior Companion Program in the endorsement of political candidates, initiatives, referenda, or in supporting or opposing a position on other political issues
- Engaging in voter registration activity while on duty as a volunteer,
- Transporting voters (including clients) to polls or similarly help with an election
- Participating in any unlawful demonstration or civil disorder,
- Engaging in lobbying activities,
- Wearing Senior Companion uniforms, logos or insignias while participating in these activities on personal time.

However, volunteers may be involved in legitimate group activities of their partner agency that may involve conducting a legal petition. Volunteers who wish to campaign for public office should request a leave of absence if the candidacy will prevent them from being able to perform their service as a Senior Companion.

Volunteers may not, at any time, give religious instruction, conduct worship services, or attempt to influence a client's religious beliefs.

Volunteers may be involved in political and/or religious activity when they are not serving or representing themselves as a Senior Companion volunteer. Volunteers who do not comply with the political and religious policies stated above may be subject to corrective action or dismissal.

### ***Dress Code and Appearance***

Volunteers must practice good personal hygiene. Volunteers should check with their volunteer station regarding the site's specific dress code and appearance policy. Senior Companion Program guidelines include:

- Clothing must be neat, clean, comfortable, washable, in reasonable condition, and appropriate for the partner agency and activities.
- Spandex and form-fitting pants are prohibited.
- Dresses and shorts should not ride more than halfway up the thigh while sitting.
- Midriff tops, strapless or spaghetti-strap tops, undershirts, or shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans are prohibited.
- Hair must be clean and well groomed.
- Footwear should be comfortable and safe.
- Caution should be used in wearing jewelry, buttons, or clothes that could harm others or the volunteer.
- Fingernails should be well groomed and an appropriate length that will not cause injury to others or the volunteer.
- Visible body piercings and tattoos should be minimal and in good taste.
- Use of cologne, perfume, or after-shave lotion is discouraged.
- Smelling of cigarette smoke is prohibited.
- Bad body and breath odor are prohibited. Volunteers must practice good personal hygiene, bathe regularly, and brush their teeth/dentures on a regular basis.

Volunteers must wear their name badge during volunteer hours. Name badges must be returned if the volunteer resigns or is dismissed from the program. Volunteers are encouraged to wear their Senior Companion Program uniform during volunteer hours, which may include a smock, vest, or shirt.

Volunteers who do not comply with the dress code and appearance policy may be subject to corrective action or dismissal.

## **Section 5: Time Sheets, Pay Days and Assignment Plans**

### ***Time Sheets***

When completing your time sheet, please remember the following items:

- The time sheet must be a thorough, complete and honest record of your time served. In cases where SCPCV policies allow you to indicate hours for time not actually served (i.e., bad weather days, holidays, client unavailability, etc.), please be equally honest and thorough in claiming hours under these policies.
- The time sheet must be completed in black ink.

- If there are any errors on the time sheet, do not use correction fluid to correct the error. Mark through the error, enter the correct numbers, and then initial the changes.
- Falsification of any time reported on your time sheet may be cause for corrective action or dismissal from the Senior Companion Program.
- Partial hours should be shown in quarter-hour increments (6.25, 6.50, 6.75, etc.).
- Time sheets must be signed by you and your volunteer station supervisor prior to submitting to the SCPCV office.
- The due date is shown on the top of the time sheet. Time sheets received more than 3 days after the due date may result in the volunteer not receiving a stipend payment on time.

### ***Pay Days***

Senior Companions are paid by direct deposit to your bank account monthly and pay days occur on or about the 15<sup>th</sup> of the following month. If the pay day falls on a weekend or a holiday, all efforts will be made by the CVCOG staff to issue deposits on the last working day prior to the holiday.

It is the volunteer's responsibility to notify the SCPCV staff of any changes in your bank account in order to avoid delays in payment. CVCOG will require an official document from your financial institution indicating your complete account and routing number.

### ***Assignment Plans***

You will have an Assignment Plan prepared for each client assigned to you. The Assignment Plan will list the needs of the client and the anticipated outcomes resulting from your service. This Assignment Plan will help guide your activities with the client. Senior Companions will not be assigned as a Companion to a family member.

## **Section 6: Corrective Action and Separation from the Program**

### ***Violations of Volunteer Policy***

The SCPCV intends to provide a meaningful experience for each volunteer and the people they serve. Occasionally, corrective action must be taken to ensure a quality program and positive experience for all. Examples of actions that may result in corrective action include, but are not limited to:

- Failure to comply with the policies outlined in this Volunteer Handbook
- Violation of confidentiality
- Multiple unexplained absences
- Failure to follow the Assignment Plan
- Failure to accept supervision from SCPCV staff and/or volunteer station staff

- Repeated refusal to take an assignment when not serving 10 hours per week
- Consistent inefficiency, incompetence, or negligence in the performance of volunteer assignment
- Showing disrespect, insensitivity, or discrimination toward clients, families of clients, the volunteer station supervisor, other volunteers, or other people with whom the volunteer may come in contact while volunteering or during official program activities
- Inappropriate behavior while serving or participating in official program activities
- Inappropriate behavior while off duty that may reflect poor judgment and inability to effectively provide services to the community.

### ***Corrective Process***

The corrective process may include the following actions:

#### **Verbal Warning**

When a volunteer first violates a program policy, the volunteer station supervisor and/or the SCPCV staff will give the volunteer a verbal warning. A written note of the verbal warning may be included in the volunteer's file.

#### **Written Warning**

A volunteer's second violation of program policy or a more serious first infraction will result in a written warning. The written warning will include the date and time of the incident(s), a description of the violation, and the consequences as a result of the infraction. The written warning will require the volunteer's signature and will be placed in the volunteer's file with a copy provided to the volunteer.

#### **Reassignment**

Although an offense may not warrant dismissal from the program, a volunteer station staff may request a volunteer's removal from their volunteer station. Reassignment for volunteers who are removed from their current placement at the request of the volunteer station agency will be considered on a case-by-case basis. If no other placement is available or appropriate, the volunteer will still be carried on the active roster pending a new assignment.

#### **Suspension**

Volunteers who fail to comply with program policies may also be placed on suspension until the issue is corrected. For example, volunteers who fail to turn in certain paperwork to meet program requirements, such as the income verification form or the annual physical, may be suspended until the form is submitted. Volunteers may also be placed on suspension while an accusation is investigated. Volunteers will not be allowed to serve or participate in official program activities,

nor will they receive stipend and meal/mileage reimbursement until the issue is corrected and the volunteer's suspension is lifted.

### **Dismissal**

Volunteers who fail to comply with program policies will be subject to dismissal from the program. Whenever possible, volunteers will be notified of their dismissal in person. When not possible, notification of dismissal will be made in writing. Volunteers who are dismissed must return their volunteer badge and SCP vest/smock.

### **Eligibility-based Dismissal**

If a volunteer's circumstances change and they are no longer eligible to participate in the Senior Companion Program, the volunteer will be dismissed. Examples of a dismissal based on ineligibility include but are not limited to:

- The volunteer's annual income increases to more than the eligible level set by the AmeriCorps Seniors.
- The volunteer is unable to serve a minimum of 10 hours per week.
- The volunteer's fingerprint clearance is revoked or suspended by the Texas Department of Public Safety.
- The volunteer is required to be listed on the National Sex Offender Public Registry.

Volunteers dismissed due to ineligibility will be paid for any unused accrued leave time at the time of their separation from the program. Volunteers dismissed due to ineligibility may reapply if their eligibility status changes.

### ***Performance-based Dismissal***

A performance-based dismissal may occur as the result of corrective action process, or for any of the following reasons:

- Client abuse or neglect;
- Abuse of the volunteer partner agency staff, program staff, or property;
- Sexual misconduct, including but not limited to unwelcome sexual advances or attention, requests for sexual favors, and other verbal or physical conduct of a sexual nature which others may find intimidating, hostile, or offensive;
- Possession or use of a firearm or weapon while participating in official program activities;
- Use of alcohol, controlled substances, or illegal substances while volunteering or participating in official program activities;
- Misrepresentation of volunteer hours, mileage, or meals to defraud the program;

- Falsification of physical examination, income statement, or information on the application form;
- Financial misconduct with clients;
- Mental incompetency;
- Theft, embezzlement, or misuse of the funds or property belonging to the partner agency, partner agency staff, or clients;
- Actions that endanger the health and safety of the partner agency staff, clients, program staff, or families of clients served by the volunteer;
- Use of the Senior Companion position for personal gain beyond stipend payments and reimbursement. Personal gain may include political influence, taking items from clients or their family, being named in a client's will, invitations to children's birthday parties, etc.;
- Excessive absence or absences from an assignment for three or more consecutive days without notice to the SCPCV staff and volunteer station supervisor;
- Refusal or the inability of the volunteer to carry out a reasonable and necessary function of the Senior Companion role;
- A decision to remove the volunteer from the current partner agency has been made and no opportunity exists for an appropriate alternative assignment;
- Failure of the volunteer to abide by the rules and policies set forth in this Senior Companion Volunteer Handbook.

Volunteers who are dismissed from the program for performance-based reasons will not be eligible to reapply for a period of one year. However, these volunteers may participate in the grievance process if they are no longer on probationary status during their first six months of service.

### ***Grievance Process***

If a volunteer believes that he/she has been treated unfairly by volunteer station staff or by the SCPCV staff, he/she may utilize the grievance procedure. The purpose of the grievance procedure is to provide a just and equitable method for the prompt resolution of grievances without discrimination, coercion, restraint, or reprisal against the volunteer or the child or client being served who may submit or be involved in a grievance. The grievance procedure is as follows:

1. The volunteer submits a written complaint to the Director of Senior Volunteer Programs (Director of SVP). The written complaint must be filed with the program director within 15 calendar days of the event. The written complaint must state the issues in dispute and the remedy desired. The Director of SVP will respond within 15 calendar days.

2. If the volunteer disagrees with the outcome of the Director of SVP's review, the volunteer may submit a written complaint to the Concho Valley Council of Governments Executive Director within 7 calendar days of the Director of SVP's response. The written complaint must state the issues in dispute and the remedy desired. The CVCOG Executive Director will respond within 10 calendar days and this decision will be final. There are no other options for appeal.

# Memo

**To:** Executive Committee

**From:** Nolen Mears – Director of Senior Volunteer Programs

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 17

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## ITEM 17

Nolen Mears, Director of Senior Volunteer Programs, is seeking consideration and approval of the 2023 Senior Companion Handbook.

*Approved at the Executive Committee Meeting on August 9, 2023.*



# Memo

**To:** Executive Committee

**From:** Brandon Sanders – Director of Finance

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 18

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## ITEM 18

Brandon Sanders, Director of Finance, is seeking consideration and approval of the appointment of members to the Budget Committee.

*Approved at the Executive Committee Meeting on August 9, 2023.*

**Form 1. Cover Page**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

Performing Party FEI#:		
<b>Funding Amount For 1st Year:</b>	Select 1st FY From the Drop Down Menu By Clicking In This Box	\$ <b>115,000.00</b>
<b>Funding Amount For 2nd Year:</b>	Select 2nd FY From the Drop Down Menu By Clicking In This Box	\$ <b>115,000.00</b>
<b>Total Biennium Amount:</b>	FY 24/25	\$ <b>230,000.00</b>

**Required Attachments to the Application**

\* A copy of the latest membership list for the COG's Solid Waste Advisory Committee.

\* State Coordinating Agency Letter/Federal Cognizant Agency Letter indicating indirect/fringe benefits cost rates, and/or a letter of proposed rates.

**Certifications**

***The person signing this Application hereby certifies that:***

1. He/she has authority from the COG to sign the Application;
2. The information contained in this application is, to the best of his/her knowledge and understanding, complete and accurate;
3. This Application, along with any changes or addenda, shall become a binding part of the contract terms upon approval by TCEQ; and
4. This Application has no false statements and that signing this Application with a false statement is a material breach and TCEQ may terminate the grant;

**Signature/Title Certification**

<b>Title:</b>	<b>Assistant Executive Director</b>
<b>Typed/Printed Name:</b>	<b>Erin M. Hernandez</b>
<b>Signature:</b>	
<b>Date:</b>	

**Form 3. Current Information**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

Executive Director: **John Austin Stokes**

**Solid Waste Coordinator : Erin Hernandez**

Phone #: 325-944-9666 x270

Email Address: [erinm@cvcog.org](mailto:erinm@cvcog.org)

**Financial Contact: Brandon Sanders**

Phone #: 325-944-9666 x264

Email Address: [brandon.sanders@cvcog.org](mailto:brandon.sanders@cvcog.org)

**Mailing Address**

The COG designates the following address for official notice and correspondence under the grant contract:

**Concho Valley Council of Governments**

**5430 Link Rd.**

**San Angelo, Texas 76904**

**Physical Address**

The COG designates the following location for record access and review under the grant contract and for special delivery of official notice and correspondence:

**Concho Valley Council of Governments**

**5430 Link Rd.**

**San Angelo, Texas 76904**

Date: **8/9/2023**

**Form 4. Authorized Representatives**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

The COG Executive Director signing this form hereby certifies that these individuals named below as the person or persons authorized to receive direction from the TCEQ, to manage the work being performed, and to act on behalf of the COG for the purposes shown:

Typed/Printed Name: John Austin Stokes

Executive Director's Signature:

**Authorized Project Representative.**

The following person(s) is authorized, by the COG's Executive Director to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the COG.  
*You may add more than one person, if needed.*

Title: Assistant Executive Director/Solid Waste Coordinator

Typed/Printed Name: Erin Hernandez

Authorized Project Representative's Signature:

**Authorized Financial Representative.**

The following person(s) is authorized by the COG's Executive Director, to act on behalf of the COG in all financial and fiscal matters, including signing financial reports.  
*You may add more than one person, if needed.*

Title: Director of Finance                      Assistant Director of Finance

Typed/Printed Name                      Brandon Sanders                      Michael Meek

Authorized Financial Representative's Signature:

**Date:**



**Form 5-A. Authorized Personnel/Salaries**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

*(Use the FSR reporting by quarter section below for revisions only)*

FSR Reporting Quarter: *Select appropriate reporting quarter from the drop down menu, when making revisions to this form.*

Revised Date (if applicable):

Authorized Personnel/Salaries					Proposed Budget
Position Title	Function (describe responsibilities)	FTE (% of Time)	Status Full Time or Part-Time	Monthly Salary	Select 2nd FY From the Drop Down Menu By Clicking In This Box
Assistant Executive Director/Solid Waste Coordinator	Manage all aspects of the Solid Waste Program	30%	FTE	\$ 7,047.00	\$ 25,369.20
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
0	0	0%	Select From the Drop Down Menu	\$ -	\$ -
<b>TOTAL</b>					<b>\$ 25,369.20</b>

**Form 5-B. Authorized Non-Routine Travel Expenses**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

*Use the FSR for Any Updates to the Initial Approved Application*

Authorized Routine Travel Expenses.	Proposed Budget	Proposed Budget
Purpose, destination, date and name of traveler, if known.	FY 24	FY 25
Site visits, outreach, and educational opportunity events throughout the 13 county region.	\$ 1,250.00	\$ 1,250.00
Attend TARC meetings in Austin about Solid Waste Program - 2 meetings per biennium	\$ 1,614.49	\$ 1,614.49
	\$ -	\$ -
	\$ -	
	\$ -	\$ -
	\$ -	\$ -
<b>TOTAL ROUTINE TRAVEL</b>	\$ 2,864.49	\$ 2,864.49
Authorized Non-Routine Travel Expenses	Proposed Budget	Proposed Budget
Purpose, destination, date and name of traveler, if known.	FY 24	FY 25
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
<b>TOTAL NON-ROUTINE TRAVEL</b>	\$ -	\$ -
<b>Combined Total for Both Routine and Non-Routine Travel</b>	\$ 2,864.49	\$ 2,864.49
Authorized Signature: <i>(only needed for revisions and must be an authorized representative listed on Form 4)</i>		
Date:		

**Form 5-E. Authorized Additional Other Expenses**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

*Use the FSR for Any Updates to the Initial Approved Application*

**Authorized Additional Other Expenses**

<i>All expenses must be itemized below, including items associated with the Cost Allocation Plan</i>				Proposed Budget	Proposed Budget	Biennium Total
Itemize List of Expense	Unit Cost	No. of Units	Total Cost	FY 24	FY 25	FY 24/25
Rent/Office Space Allocation	\$ 3,849.00	2	\$ 7,698.00	\$ 3,849.00	\$ 3,849.00	\$ 7,698.00
Storage Space Rent Allocation	\$ -	0	\$ -	\$ -	\$ -	\$ -
Communication (telephone/cell phone/internet) Allocation	\$ -	0	\$ -	\$ -	\$ -	\$ -
Postage Allocation	\$ 100.00	2	\$ 200.00	\$ 100.00	\$ 100.00	\$ 200.00
Printing Allocation	\$ 150.00	2	\$ 300.00	\$ 150.00	\$ 150.00	\$ 300.00
Copy/Fax Allocation	\$ 150.00	2	\$ 300.00	\$ 150.00	\$ 150.00	\$ 300.00
Accounting & Payroll Services Allocation	\$ 1,849.00	2	\$ 3,698.00	\$ 1,849.00	\$ 1,849.00	\$ 3,698.00
IT/Data Services (Network) Allocation	\$ 2,396.00	2	\$ 4,792.00	\$ 2,396.00	\$ 2,396.00	\$ 4,792.00
Purchasing Allocation	\$ 2,103.00	2	\$ 4,206.00	\$ 2,103.00	\$ 2,103.00	\$ 4,206.00
Personnel Allocation	\$ -	0	\$ -	\$ -	\$ -	\$ -
GIS Allocation	\$ -	0	\$ -	\$ -	\$ -	\$ -
Audit Fees	\$ -	0	\$ -	\$ -	\$ -	\$ -
Insurance and bonding (disability, retirement, unemployment, etc.)	\$ -	0	\$ -	\$ -	\$ -	\$ -
Research and Information (Demographics)	\$ -	0	\$ -	\$ -	\$ -	\$ -
Research and Information Services (Geographics)	\$ -	0	\$ -	\$ -	\$ -	\$ -
Research and Information Services - Network Support	\$ -	0	\$ -	\$ -	\$ -	\$ -



Maintenance & Repairs (be specific what this line item expense would cover)	\$ -	0	\$ -	\$ -	\$ -	\$ -
Utilities (include what type of utility)	\$ -	0	\$ -	\$ -	\$ -	\$ -
Advertising/Public/Legal Notices (the detail of this line item should be included in the FSR when the expense occurs)	\$ 150.00	4	\$ 600.00	\$ 300.00	\$ 300.00	\$ 600.00
Dues/Memberships (include name of membership and the recipient (s) this could include the position title and not a name)	\$ 500.00	2	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00
Subscriptions/Publications (include name of subscription and the recipient (s) this could include the position title and not a name)	\$ 125.00	2	\$ 250.00	\$ 125.00	\$ 125.00	\$ 250.00
Training/Registration (Professional Development) The detail of this line item should be included in the FSR when the expense occurs.	\$ -	0	\$ -	\$ -	\$ -	\$ -
Education/Outreach (when specific items are to be purchased a list must be submitted for a separate approval. A separate tab is included for your use when requesting outreach items)	\$ -	0	\$ -	\$ -	\$ -	\$ -
See Separate tab form 5-E for Software request The budget cells will auto populate from the software tab	\$ -	0	\$ -	\$ -	\$ -	\$ -
See Separate tab form 5-E for hardware request The budget cells will auto poplutate from the hardware tab	\$ -	0	\$ -	\$ -	\$ -	\$ -
Other expenditures (be specific when adding another line item here)	\$ -	0	\$ -	\$ -	\$ -	\$ -
<b>Total Other</b>	<b>\$ 23,044.00</b>		<b>\$ 11,522.00</b>	<b>\$ 11,522.00</b>	<b>\$ 11,522.00</b>	<b>\$ 23,044.00</b>
Authorized Signature: (only needed for revisions and must be an authorized representative listed on Form 4)						
Date:						

**Form 5-F. Implementation And COG-Managed Project Budget**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

**Use the FSR for Any Updates to the Initial Approved Application**

Types of Projects Planned	Estimated Cost	Proposed Budget	Proposed Budget	Biennium Total
		FY 24	FY 25	FY 24/25
Pass-Thru Funds	\$ 130,000.00	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00
COG Managed	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

**Allocation and Priorities**

List any priorities assigned by the COG to the project Categories. Describe the planned use of any funding allocations to the specific categories, category funding limits, grant award funding caps, or similar special restrictions.

Start typing here:

<b>TOTAL</b>	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00
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Authorized Signature:  
*(only needed for revisions and must be an authorized representative listed on Form 4)*

Date:



**Form 5-H. Indirect Cost Rate Information**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

Use the space below for the indirect cost rate detail (this is mandatory to complete).

HHS approves our Indirect Rate as a fixed rate.  
Approved Fixed Rate 10/1/2022 through 09/30/2023 is 6.2%  
Approved Fixed Rate 10/1/2023 through 09/30/2024 is 7.2%  
Approved Provisional Rate 10/1/2024 through 09/30/2027 is 7.2%

**FRINGE RATE INFORMATION**

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

Use the space below for the fringe rate calculation.

Fringe Benefits are specifically identified to each employee and are charged individually as direct costs that are made up of:

- Annual Health Insurance Benefit of \$12,177.12
- Annual Dental Insurance Benefit of \$407.52
- Annual Life Insurance Benefit of rate based on 2 times the employee salary rate.
- State Unemployment Tax at a rate of 0.001 of the first \$9,000
- Medicare at a rate of 1.45%
- Workers Compensation at a rate of 0.002133
- TCDRS Pension, in lieu of Social Security, required rate in is 11%

Gross Pay and Fringe Benefits are allocated based on percentage of time worked under each program by specific employee.

The Fringe Rate calculated on Form 5H is done by taking the estimated fringe costs associated with each employee and dividing it by the estimated gross pay of that employee. Since fringe benefits are direct billed, there is no actual fringe rate used for allocating costs.

## Form 5. Budget

CONCHO VALLEY COUNCIL OF GOVERNMENTS - #10

FY 24/25

Budget Category	Proposed Budget	Proposed Budget	Biennium Total Budget
	Select 1st FY From the Drop Down Menu By Clicking In This Box	Select 2nd FY From the Drop Down Menu By Clicking In This Box	FY 24/25
1. Personnel/Salary ( Form 5 A)	\$ 25,369.20	\$ 25,369.20	\$ 50,738.40
2. Travel (Form 5 B)	\$ 2,864.49	\$ 2,864.49	\$ 5,728.98
3. Equipment (Form 5 C)	\$ -	\$ -	\$ -
4. Contractual (Form 5 D)	\$ -	\$ -	\$ -
5. Other (Form 5 E)	\$ 11,522.00	\$ 11,522.00	\$ 23,044.00
6. Implementation Projects (Form 5 F)	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00
7. Supplies (Form 5 G)	\$ 500.00	\$ 500.00	\$ 1,000.00
8. Fringe Benefits (Form 5 H)	\$ 7,387.51	\$ 7,387.51	\$ 14,775.02
<b>9. Total Direct Costs (sum of 1-8)</b>	<b>\$ 112,643.20</b>	<b>\$ 112,643.20</b>	<b>\$ 225,286.40</b>
10. Indirect Costs (Form 5 H)	\$ 2,356.80	\$ 2,356.80	\$ 4,713.60
<b>11. Total Costs (sum of 9-10)</b>	<b>\$ 115,000.00</b>	<b>\$ 115,000.00</b>	<b>\$ 230,000.00</b>
<b>12. Fringe Benefit Rate:</b>	<b>0.000%</b>	<b>0.000%</b>	<b>0.000%</b>
<b>13. Indirect Cost Rate:</b>	<b>0.000%</b>	<b>0.000%</b>	<b>0.000%</b>
Authorized Signature: <i>(only needed for revisions and must be an authorized representative listed on Form 4)</i>			
Date:			

# Memo

**To:** Executive Committee

**From:** Erin Hernandez – Assistant Executive Director

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 19

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## ITEM 19

Erin Hernandez, Assistant Executive Director, is seeking consideration and approval of the CVCOG Regional Solid Waste Grant Application for FY 2024 and FY 2025.

*Approved at the Executive Committee Meeting on August 9, 2023.*

**CONCHO VALLEY  
COUNCIL OF GOVERNMENTS  
RESOLUTION 23-0809**

**BOARD RESOLUTION – TCEQ REGIONAL SOLID WASTE GRANT APPLICATION & CONTRACT**

**WHEREAS**, the Executive Committee of the Concho Valley Council of Governments (CVCOG) met on August 9, 2023 at 5430 Link Road in San Angelo, Texas and;

**WHEREAS**, Concho Valley Council of Governments is a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional throughout the Concho Valley;

**WHEREAS**, the Concho Valley Council of Governments has reviewed the application and authorizes its submittal to the TCEQ;

**WHEREAS**, the Concho Valley Council of Governments finds that all activities and related expenses included in this application will serve to implement the goals, objectives, and recommendations of the Regional Solid Waste Management Plan

**WHEREAS**, the Concho Valley Council of Governments will comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services, competitive purchasing requirements, and financial and program reporting requirements; and

**WHEREAS**, the Concho Valley Council of Governments will ensure that grant funds will be used only for the purposes for which they are provided.

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Committee approves the CVCOG Executive Director, John Austin Stokes, to enter in to a contract with the Texas Commission on Environmental Quality for the Regional Solid Waste Grant for FY 2024 & FY 2025 in the amount of \$230,000.

DULY ADOPTED at a meeting of the Executive Committee of the Concho Valley Council of Governments this 9<sup>th</sup> day of August 2023.

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Judge Jim O’Bryan, Board Chair

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Judge Brandon Corbin, Vice-Chair

# Texas Commission on Environmental Quality



## CONTRACT SIGNATURE PAGE

Contract Name: Regional Solid Waste Grant  
 Contract Number: 582-24-50084  
 Performing Party: **Concho Valley Council of Governments**  
 Performing Party Identification Number: 1-7512795372  
**Maximum Authorized Reimbursement: \$230,000.00 [FY24-\$115,000.00 / FY25-\$115,000.00]**

Effective Date:  09/01/2023  Date of last signature  
 Expiration Date:  08/31/2025  Last day of Fiscal Year in which the Contract was signed

If checked, this Contract requires matching funds. Match Requirement:  
 If checked, this Contract is funded with federal funds.

CFDA Number: Not Applicable  
 Federal Grant Number: Not Applicable

This Contract is entered under:  Gov't Code ch. 771  Gov't Code ch. 791  Water Code § 5.124

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

**Texas Commission on  
Environmental Quality (TCEQ)**

**Concho Valley Council of Governments  
(Performing Party)**

\_\_\_\_\_  
Authorized Signature

Charly Fritz  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Deputy Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Procurements & Contracts Representative

Aaron Stoke - CTCD, CTCM  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

John Austin Stokes  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date



## CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment, or update as allowed by the Contract, and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Contract Signature Page
- Contract Documents List
- Special Terms and Conditions
- Scope of Work
- General Terms and Conditions
- Cost Budget  
(see Attachment 1 - approved Application documents Form 5, incorporated by reference)
- Notices, Project Representatives, and Records Locations
- Attachment 1 - TCEQ approved Regional Council of Governments Application and any changes approved during the Contract Period  
(separate Excel document, incorporated by reference)
- Attachment 2 - Regional Council of Governments Application Template  
(separate Excel document, incorporated by reference)
- Attachment 3 - TCEQ - Regional Solid Waste Grant Program Administrative Procedures  
(separate PDF document, incorporated by reference)

## SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over all other Contract Documents.

1. **Statutory Authority.** The Statutory Authority for this Contract is the General Appropriations Act for the 2024-25 Biennium (88th Legislature Regular Session), Method of Financing, General Revenue Fund - Dedicated, Solid Waste Disposal Account No. 5000, and Texas Health and Safety Code § 361.014(b).
2. **Availability of Funds.** The source of the funds provided by the TCEQ under this Contract is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code § 361.013, and the Municipal Solid Waste Disposal Account, as set forth in Texas Health and Safety Code § 361.014(d). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of sufficient funds in the Municipal Solid Waste Disposal Account. TCEQ may terminate this Contract if funds become unavailable due to lack of fees collected, legislative changes, or demands upon the funds described above that are necessary to protect the health and safety of the public. The Performing Party shall place this notice in all subgrants and contracts.
3. Performing Party agrees to perform activities described in this Contract, which may be a modification of the Application submitted to TCEQ.
4. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and are in arrears in their fee payments, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the Performing Party. The Performing Party shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the Performing Party with documentation of payment of the fees, such as a canceled check or receipt from the state, the Performing Party may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.
5. The Performing Party is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.
6. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations, are not eligible to receive subgrants or contracts from the Performing Party.
7. The activities funded under this Contract, both projects conducted by the Performing Party or as a part of a subgrant, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following standards.
  - 7.1 Texas Health and Safety Code Chapters 361, 363, and 364.
  - 7.2 TCEQ rules Title 30 TAC Chapter 330, Subchapter O.
  - 7.3 TCEQ rules Title 30 TAC Chapter 14.
  - 7.4 The Uniform Grant and Contract Management Act, Texas Government Code, § 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts effective March 14, 2021, the rules are applicable by agreement under this grant), and the Texas Grant Management Standards (TXGMS) issued by CPA and formerly by the Texas Office of the Governor.
  - 7.5 Texas General Appropriations Act, 88th Legislature Regular Session, including Article IX, Part 4.

- 7.6 Texas Chapter 391 of the Local Government Code and related rules.
8. **Administrative Procedures.** The Performing Party agrees to follow those administrative procedures identified in this Contract, including the Regional Solid Waste Grants Program (RSWGP) Administrative Procedures (Attachment 3), in performance of the deliverables identified within this Contract.
9. **Electronic Signature.** Electronic signatures may be used on the Performing Party's Grant Application (**Attachment 1**), budget amendments, reports, and correspondence provided that the owner of the electronic signature approves the use of their signature for that purpose. A scan of an original signature is also acceptable. Signatures must be dated.
10. **Distribution of Funds.** The TCEQ shall disburse payments to the Performing Party throughout the biennium. Distribution amounts shall be apportioned among the twenty-four (24) Councils of Governments (COGs) in accordance with the allocation formula established by the TCEQ, and shall not exceed the total budget for each fiscal year. The Application must be submitted by January 31st of the first year of the biennium. Except for the potential pre-payment, TCEQ will not release funding to the Performing Party until the Application is approved by TCEQ. If after approval of the Application, the Performing Party does not work in good faith, including in a timely manner, TCEQ may suspend payments.
- 10.1 **Pre-payment Option.** Within the first quarter of this Contract, TCEQ may make a one-time pre-payment of funds up to twelve and a half percent (12.5%) of the Maximum Authorized Reimbursement amount for the first year of the Contract (total annual budget).
- 10.2 **Costs Prior to TCEQ Approval of Application.** The Performing Party may incur costs for preparing the Application prior to TCEQ providing the Performing Party a Notice to Commence. The actual costs of preparing the Application may not exceed 12.5% of the Maximum Authorized Reimbursement amount for the first year of the Contract (total annual budget). Prior to TCEQ approval of the Application, the Performing Party must obtain prior, written approval from TCEQ to incur costs for activities other than the development of the Application.
- 10.3 **Reimbursement Payment Method.** TCEQ, at its discretion and at any time during the term of this Contract, may convert to a reimbursement-only payment method for this Contract, in accordance with the General Terms and Conditions of this Contract.
11. **Federally-Insured, Interest-Bearing Account; Specific Local Government Investment Pools; and Earned Interest.** All funds received by the Performing Party, including interest earned, shall be placed in a federally-insured, interest-bearing account or TexPool or TexPool Prime as authorized under Texas Government Code Chapter 2556. Interest earned by the Performing Party under this Contract may be utilized in any other budget category including implementation projects. The Performing Party must report earned interest expenses in the worksheet of the Financial Status Reports (FSRs). Performing Party must notify TCEQ when moving earned interest into the next biennium. Expenditures of earned interest must be tracked as a separate budget from the regular approved budget.
12. **End of Biennium Unexpended Funds.** The Performing Party must submit a plan to the TCEQ to seek direction on expense of any remaining funds. Such plan shall consist of a letter of request which clearly delineates intended use of all remaining funds, as well as explaining why the funds were not spent. The letter must be submitted by December 31st occurring after the end of the biennium, along with or before the final FSR and Release of Claims.
13. **Application.**
- 13.1 **General.** The Performing Party's Application provides information to the TCEQ and the general public on how funds will be spent over the term of this Contract. The Application is compared to each FSR after they are submitted to ensure funds are spent in accordance with the approved Application.
- 13.2 **Submission.** The Performing Party must complete and submit the Application in electronic format using templates provided by TCEQ. The documents shall be signed by an authorized signatory of the Performing Party and must be submitted no later than **January 31, 2024**. If the documents are not submitted by the required due date,

the Performing Party must submit a letter, by **January 31, 2024**, from the Performing Party's Executive Director addressed to the TCEQ Grant Manager requesting a delay, providing a reason for the delay, and proposing an extended due date. TCEQ may approve the extended due date or request additional information by email.

If the Contract is extended by amendment for an additional biennium, the Application shall be submitted no later January 31st of the first year of the added biennium. If these documents are not submitted by the required due date, a letter must be submitted as required above for the first biennium of the Contract. The Performing Party is encouraged to provide the documents earlier than the due date(s).

Even if an extended due date for the Application is approved, TCEQ may suspend payments of funding under the Contract until the Application is submitted. Failure to provide the Application is considered nonconforming performance and the remedies applicable to nonconforming performance included in the article of the General Terms and Conditions titled, *Disputes, Claims and Remedies*, may be applied by TCEQ.

### 13.3 Initial Review of the Application and Implementation Projects.

13.3.1 **Application.** TCEQ will review the Application and upon TCEQ approval of the Application, TCEQ shall provide the Performing Party a Notice to Commence, with the activities in the Application except implementation projects. The Application becomes **Attachment 1** to this Contract.

13.3.2 **Implementation Projects.** To request approval of each implementation project, the Performing Party must provide the information required in the RSWG Administrative Procedures to TCEQ. TCEQ will review each project and provide a Notice to Commence with the approved Implementation Projects.

13.3.3 **Blanket delegated approval for Projects option.** The Performing Party's governing body or designee may approve a blanket approval for specific project types. The approval must be submitted to TCEQ for review for approval. If TCEQ also approves, the Performing Party may use the blanket approval for the specific project type, instead of requesting approval by TCEQ of each project. The projects must meet the criteria in the Attachment 3.

## 14. Budget and Budget Adjustments.

14.1. The initial budget for this Contract is contained in the approved version of the Performing Party's Application (**Attachment 1**). The Performing Party will not be reimbursed for activities that are not included in the Performing Party's approved Application. The Performing Party will not be reimbursed for expenses in excess of the budget category amounts shown in each fiscal year's budget column, unless changes are made to the budget categories in accordance with the requirements in this Contract.

### 14.2. Budget Adjustments.

14.2.1 **Cumulative transfer of funds equal to or less than ten percent (10%) of the Total Annual Budget.** Performing Party may transfer amounts between the approved direct cost budget categories that do not cumulatively exceed 10% of the total annual budget, with the exception of moving funds out of the Implementation Project category in the Budget. Budget adjustments are submitted in the FSR and can be submitted prior to the deadline for submission of the FSR. The Performing Party does not have to wait for approval for these budget revisions prior to incurring costs with the exception of items that have not been pre-approved in the Application. Performing Party may submit pre-approval request through email. The 10% limit does not reset with the acceptance of each FSR. It resets when TCEQ provides prior approval for a cumulative change greater than 10% of the annual budget.

- 14.2.2 **Cumulative transfer of funds greater than 10% of the Total Annual Budget.** The Performing Party must request prior, written approval from TCEQ for all budget revisions that result in the cumulative transfer of greater than 10% of the total annual budget between direct cost budget categories. The Performing Party must submit a written justification and show the budget adjustments in a draft FSR.
- 14.2.3 **Transfers Funds from Implementation Project Budget.** The Performing Party must seek written, prior approval from TCEQ prior to transferring funds out of the Implementation Project category in the Budget. The Performing Party must submit a written justification and show the budget adjustments using the FSR form.
- 14.2.4 The Performing Party may not transfer funds to budget categories containing zero dollars without TCEQ pre-approval in writing, including email.
- 14.3. All negative budget categories shall be adjusted prior to submitting the quarterly FSRs.
15. **Budget Category Expense Records and Documentation.** The Performing Party shall maintain expenditure documentation to show the work was performed and that the expense was incurred and paid. Expense documentation shall be in accordance with this Contract and TXGMS, including supporting reasonable expenditures necessary to this Contract, and shall be maintained at the COG and not provided with each FSR unless directed by the TCEQ to do so. Expense record documentation shall be conducted per TXGMS. Budget category expenses not addressed in the following will be administered per the Contract requirements, including the Special Terms and Conditions and TXGMS. The Performing Party must follow all applicable laws, regulations, and TxGMS procurement standards, including requirements regarding competitive bidding and competitive proposals.
- 15.1 **Personnel/Salary.** The Performing Party's employee positions covered in this Contract are set forth in **Attachment 1**.
- 15.1.1 The Performing Party shall maintain time sheets that have been signed by the employee and approved by the supervisory official having firsthand knowledge of the work performed by the employee.
- 15.1.2 Any changes to the Personnel/Salary positions covered in **Attachment 1** of the Contract, must be submitted to the TCEQ immediately when a change occurs, if there is an impact to the budget, or quarterly. The changes include monthly salary, percentage of time allocated to a position, budget by position and by either adding or deleting positions.
- 15.2 **Travel.** Travel expenses are allowed as set forth in **Attachment 1**.
- 15.2.1. Additional non-routine travel expenses may be authorized as follows:
- 15.2.1.1 Any travel outside of the State of Texas by employees of the Performing Party to be reimbursed under this Contract must be authorized, in writing, including email, by the TCEQ prior to the travel expenses being incurred and documented in the appropriate quarterly FSR.
- 15.2.1.2 Any travel expenses for an employee not included in the Authorized Personnel list in **Attachment 1** or for persons not employed by the Performing Party, except in the case of a Solid Waste Advisory Committee (SWAC) member's travel to attend SWAC meetings, must be authorized, in writing, including email, by the TCEQ, prior to the travel expenses being incurred.
- 15.2.2. The Performing Party shall maintain travel documentation, which, at a minimum, is consistent with TXGMS and this Contract, identifies the purpose of the travel, and is supported with actual receipts for hotel accommodations, public transportation, airfare, and other travel expenses. Such travel documentation shall be submitted to TCEQ upon request.

- 15.3 **Supplies.** Expenses included under the Supplies expense category of the budget set forth in **Attachment 1** shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$5,000, excluding shipping, handling, freight, tax, and similar costs. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the Performing Party in a relatively short period of time, in the regular performance of the activities funded under this Contract. TCEQ may request that certain supplies be listed under the "Other" category.
- 15.3.1 Supplies expenditure documentation to be maintained by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.
- 15.4 **Equipment.** Expenses included under the Equipment expense category of the budget set forth in **Attachment 1**, including vehicles, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more with an estimated useful life of over one year.
- 15.4.1 The Performing Party must seek TCEQ prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expenses list in the appropriate quarterly FSR
- 15.4.2 Equipment expenditure documentation to be maintained by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.
- 15.4.3 Subject to the obligations and conditions set forth in state law and TxGMS, title to equipment acquired under this Contract will vest upon acquisition in the Performing Party or if acquiring under a subgrant, title vests in the subrecipient, if the subrecipient is a local government. Vehicles and other equipment purchased through this Contract shall be used exclusively for the activities authorized by this Contract or a subsequent, similar grant from TCEQ for the useful life of the vehicles and other equipment purchased.
- 15.5 **Contractual.** Expenses included under the Contractual expense category of the budget set forth in **Attachment 1** shall be for costs for services or tasks provided by a firm or individual who is not employed by the Performing Party.
- 15.5.1 No expenses included under the Contractual expense category of the budget set forth in **Attachment 1** shall be allowed under this Contract unless the contractor, contract amount, and scope of work are approved ahead-of-time by the TCEQ, in writing, including emails, and included on the list of authorized Contractual expenses or in the appropriate quarterly FSR.
- 15.5.2 The Performing Party shall maintain evidence that the contract price is reasonable, necessary, and allocable to this Contract. The evidence of reasonability may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the TXGMS, which must be in compliance with applicable state law and regulations for the activity or service for which the Performing Party is contracting. Expenditure documentation to be maintained by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks. The Performing Party shall maintain monitoring plans, monitoring desk reviews, liability insurance documents, and site visit reports, to document oversight and review of the subrecipients' expenses.
- 15.5.3 Any amendment to a Performing Party contract authorized for reimbursement under this Contract, which will result in or require substantive changes to any of the tasks required to be performed under this Contract, must be approved in writing, including email by the TCEQ prior to the Performing Party incurring costs.

- 15.6.1 **Implementation Projects.** Expenses included under the Implementation Project expense categories of the budget set forth in **Attachment 1** shall be for approved subgrant and COG-Managed projects, as authorized under this Contract. If the Performing Party performs the implementation project using a contractor, instead of a subrecipient, the performing party shall maintain the same documentation as required for the contractual budget category.
- 15.6.2 The Performing Party shall maintain documentation of subrecipients' expenses, copies of all risk assessment documents, monitoring plans, monitoring desk reviews, liability insurance documents, and site visit reports prepared under the Performing Party's fiscal monitoring program, to document oversight and review of the subrecipients' expenses.
- 15.6.3 For each authorized implementation project, the Performing Party shall indicate on the appropriate FSR the TCEQ assigned project number, the authorized funding for that project, the outlays for the report period, the cumulative (total to date) outlays for that project, and the remaining balance for each project. In addition, for each subgrant for which an outlay is listed for the reporting period, the Performing Party shall maintain, for each reimbursable cost listed on the supplemental form, legible documentation that (1) clearly identifies the subrecipient, and (2) confirms the reimbursable amount shown on the form. This documentation shall be a signed request for reimbursement form from the subrecipient marked "paid", or a similar document used by the Performing Party to receive and process reimbursement requests from subgrant recipients. The requirements in this Subarticle do not change the requirements in TXGMS regarding the Performing Party and subrecipients' review and retention of backup documentation for project costs.
- 15.7 Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in **Attachment 1** shall be in connection with the tasks and activities to be performed under this Contract. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.
- 15.7.1. The Performing Party must seek TCEQ prior approval for any expense that are not included in Attachment I to ensure that expenditures charged under the "Other" budget category are allowable. All expenses must be itemized in the appropriate quarterly FSR. .
- 15.8 Indirect Cost Rate.** Indirect and Fringe Benefit Cost Rates will be described in the Approved Application documents and shall be calculated per TXGMS or 2 Code of Federal Regulations Part 200. If the Performing Party has a pre-determined rate from its Federal Cognizant Agency or the State Coordinating Agency (source will depend on source of grant funding and amount), send TCEQ the approved letter and any subsequently-updated letters. If the Performing Party does not have a predetermined rate, but are in the process of getting one, provide TCEQ the indirect cost proposal that the Performing Party will submit to the Federal Cognizant Agency or State Coordinating Agency. If you do not plan to get a rate, you may use the default rate, which is a standard rate of ten percent of salary/wages that is used in lieu of determining the actual indirect costs of the activities.
- 15.9 Additional Expense Records.** If requested by the TCEQ, the Performing Party agrees to provide to the TCEQ the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the TCEQ. The TCEQ will provide reasonable time for the Performing Party to comply with a request for additional records. The TCEQ will allow the Performing Party reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
16. Subarticle 1.2.1 of the General Terms and Conditions is replaced with the following:
- 1.2.1. **Material Changes.** Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Performing

Party and TCEQ, unless otherwise designated in the Amendment. Material changes include:

- 1.2.1.1. Changes in the total amount of funds in the Budget or Contract;
- 1.2.1.2. Changes to the Contract's Expiration Date;
- 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature;
- 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract; and
- 1.2.1.5. Transfers between the authorized amounts of expenditures in the Budget Categories if the cumulative changes are greater than 10% of the yearly budget.

17. Subarticle 1.2.3. of the General Terms and Conditions is replaced with the following:

1.2.3 Minor Changes. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, Application (**Attachment 1**), or implementation projects, or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change (date of issuance). A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1. Minor, non-material changes include:

- 1.2.3.1.1. Changes to the schedule in the Scope of Work, Application (**Attachment 1**), or implementation projects, including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
- 1.2.3.1.2. Changes to the individual tasks in the Application (**Attachment 1**), or implementation projects that do not substantially change the obligations of the Parties relative to those tasks; and
- 1.2.3.1.3. Transfers between the authorized amounts of expenditures in the Budget Categories if the cumulative changes are equal to or less than 10% of the yearly budget.

18. **Level-of-Effort Certification.** Subarticle 4.3 *Reimbursement* of the General Terms and Conditions is replaced to include the following:

**4.3 Level-of-Effort Certification.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.

19. Subarticle 4.6 *Release of Claims* of the General Terms and Conditions is replaced with the following:

**4.6 Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract with its final FSR for FY 24/25 funding. The Release of Claims Form is found in the FSR workbook. If the Contract is extended by



amendment for an additional biennium, the Performing Party also shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract with its final FSR for the added biennium.

- 20. **Auditing.** If the Performing Party is required by TXGMS to obtain a Single Audit or program-specific audit and the audit is not posted on the Federal Audit Clearinghouse website, the Performing Party shall provide the audit to TCEQ immediately upon the completion of the audit and provide the Performing Party’s management decisions.
- 21. **Material Reliance.** TCEQ materially relies on all certifications and information provided by the Performing Party.
- 22. **Reimbursed Items and Data.** In addition to the licenses granted in the General Terms and Conditions Subarticles titled Third Party Intellectual Property and Grant of License of the General Terms and Conditions, TCEQ may, or may authorize a TCEQ grantee to, do the following: use, reproduce, publish, or modify intellectual property or other items or data developed with TCEQ funds, which were provided/reimbursed under this agreement, to perform actions on any grant that is fully- or partially-funded by TCEQ or for a non-commercial-TCEQ or State-of-Texas purpose when such use promotes efficient and effective use of TCEQ grant funds. Performing Party is responsible for obtaining all intellectual property licenses necessary to fulfill this requirement and providing documentation to TCEQ on the use of any intellectual property.

23. Subarticle 6.1 *Performing Party’s Responsibility for the Scope of Work* of the General Terms and Conditions is replaced with the following:

**6.1 Performing Party’s Responsibility for the Scope of Work.** Although TCEQ approves Performing Party projects for funding under this Contract, the Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party’s sole risk as to the means, methods, design, processes, procedures, and performance. As part of being responsible for the Scope of Work as its own project, for potentially hazardous activities or loaning of equipment that could cause injury, the Performing Party agrees to undertake the following or to require its subrecipients or contractors to do the following: undertake full responsibility for obtaining necessary releases of liability and having a safety plan, including from volunteers, and borrowing agreements, regarding equipment; and requiring control, care, and maintenance of equipment and any necessary safety training. The Performing Party shall not allow the subrecipient or contractor to lend equipment.

\*\*\*\*\*END OF SPECIAL TERMS AND CONDITIONS\*\*\*\*\*

## **SCOPE OF WORK**

### **I. INTRODUCTION AND DESCRIPTION OF ACTIVITIES**

The purpose of this grant is for the Performing Party to implement the activities set forth in Texas Health and Safety Code § 361.014(b). This Scope of Work is a general description of Performing Party grant activities for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives, including updating and maintaining the RSWMP. The obligations identified within this document apply to each subrecipient (also known as a subgrantee) as well as the Performing Party.

### **II. ELIGIBILITY**

Only those local and regional political subdivisions located within the State of Texas, as set forth in this Article, are eligible to receive funding from the Performing Party for an implementation project. Federal entities are not eligible to receive funds under this Contract. Eligible entities include the following:

1. Cities;
2. Counties;
3. Public schools and school districts (does not include Universities or post-secondary educational institutions);
4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities; and
5. Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

### **III. FINANCIAL ADMINISTRATION OF SUBGRANTS**

1. The Performing Party agrees to establish and administer a financial management program to make reimbursements to subrecipients for authorized expenditures and to ensure that the expenditures by the subrecipients were incurred, reasonable, necessary, and allocable to the project. In administering a financial management system, the Performing Party shall adhere to the specific standards and requirements set forth in this Contract, the Texas Grant Management Standards (TxGMS), and all applicable laws and regulations. The Performing Party may institute more stringent standards and requirements than are set forth in this Article unless more stringent standards or requirements are disallowed by law or regulation.
  - 1.1. The subgrant agreements shall include a budget, broken down into individual categories consistent with the budget categories used in this Contract.
  - 1.2. The Performing Party shall include the applicable minimum financial standards and controls as set forth in this Contract in all agreements with subrecipients;
  - 1.3. Payments by the Performing Party to subrecipients shall be solely for reimbursement of actual allowable costs, with no payments in advance. No subgrant may be made on a fixed-amount of cost reimbursement unless this method is specifically approved by the TCEQ based on supporting evidence of the proposed subrecipient's actual costs;

- 1.4. The Performing Party may allow a subrecipient to account for expenses incurred and request reimbursement of outlays under either a cash or accrual basis, as defined and authorized under the TxGMS. To be eligible for reimbursement by the Performing Party, a cost must have been incurred and either paid by the subrecipient prior to claiming reimbursement from the Performing Party or incurred by the last day of the time period indicated on the subrecipient's request for reimbursement form and paid no later than 30 (thirty) days after the end of that time period. If any requirement in law, regulation, or TxGMS contains other requirements regarding reimbursement or payment, the subrecipient must reimburse or pay in accordance with the applicable requirement;
  - 1.5. The Performing Party shall also require the subrecipients to submit a request for reimbursement that itemizes expenditures by budget category. The forms shall be submitted by subrecipients at least quarterly or with each request for reimbursement, if reimbursement is requested more frequently than quarterly;
  - 1.6. The Performing Party shall assess the financial risks associated with each subgrant, and shall require a subrecipient to submit expense documentation records and, as necessary, shall conduct on-site monitoring to address those risks;
  - 1.7. The Performing Party shall review all materials accompanying a subrecipient's request for reimbursement and shall not make a reimbursement payment unless all necessary documentation has been provided, is accurate, and complies with the TxGMS;
  - 1.8. The Performing Party shall reimburse or otherwise make payment to a subrecipient only for expenses incurred during the term of the subgrant agreement between the Performing Party and the subrecipient, which term may not be outside of the term of this Contract;
  - 1.9. The Performing Party shall not reimburse or otherwise make payment to a subrecipient for an expenditure that is not authorized under this Contract. If it is determined, by either the Performing Party or the TCEQ that an expenditure that was reimbursed is not an authorized expense, the Performing Party shall request return and reimbursement of those funds from the subrecipient or allow the subrecipient to move the funds within the budget. Performing Party shall not provide additional reimbursements to the subrecipient until the funds have either been returned or applied towards other authorized expenses; and
  - 1.10. The subgrant agreements shall include a budget, broken down into individual categories consistent with the budget categories used in this Contract.
2. In addition to the disposition instructions for equipment that are in the Administrative Procedures, the Performing Party must obtain approval from TCEQ prior to disposing of an item that was purchased with Contract funds and that is worth equal to or greater than \$1,000 and equal to or less than \$4,999.99.

#### IV. ACTIVITIES AND DELIVERABLES

1. The activities identified herein are subject to the guidelines as set forth in the RSWGPs Administrative Procedures (**Attachment 3**), and these guidelines may be updated and or amended throughout the term of this Contract as deemed necessary by the TCEQ.

2. A project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The Performing Party agrees to perform the following administrative activities, as approved in the Application (**Attachment 1**), including revising, updating, or developing a new regional plan:
  - 2.1. Develop, revise, maintain and facilitate the RSWMP. Volume I of this plan contains the general description of the region's solid waste management goals and Volume II contains the details of the plans, including the implementation plan and the Closed Landfill Inventory (CLI).
  - 2.2. Prepare and submit Application within requested time frames and respond to any requests by the TCEQ for changes or amendments to the information provided in the Application;
  - 2.3. Establish and maintain a Solid Waste Advisory Committee (SWAC);
  - 2.4. Conduct regional outreach, education, technical assistance, informational programs, and training activities and serve as central point of contact for regional solid waste management planning within the region of responsibility;
  - 2.5. Maintain and promote a regional Municipal Solid Waste (MSW) information resource center of education and prepare and/or distribute outreach materials;
  - 2.6. Conduct Municipal Solid Waste Facility Pre-application conformance reviews, as appropriate. The Performing Party shall identify to the TCEQ the process that will be used to evaluate whether a proposed municipal solid waste facility application will be in conformance with the regional plan as required by 30 TAC § 330.643(a)(3)(O), relating to Plan Content. Conformance reviews shall be completed within 100-days after the Performing Party receipt of the permit application from applicant. Documentation determining conformance or nonconformance shall be delivered to the TCEQ within this 100-day time period. The Performing Party may request an extension of the due date if an applicant makes changes to its application;
  - 2.7. Conduct Municipal Solid Waste Facility Registration and/or Permit Application conformance reviews, as appropriate. The Performing Party shall identify to the TCEQ the process that will be used to evaluate whether a proposed municipal solid waste facility application will be in conformance with the regional plan as required by 30 TAC § 330.643(a)(3)(O), relating to Plan Content. Conformance reviews shall be completed within 100-days after the Performing Party receives the permit application from the applicant. Documentation determining conformance or nonconformance shall be delivered to the TCEQ within this 100-day time period. The Performing Party may request an extension of the due date if an applicant makes changes to its application;
  - 2.8. Conduct data collection, data analysis, and data maintenance and upkeep, as appropriate;
  - 2.9. Conduct the implementation project selection process, including providing each implementation project to TCEQ for review and approval;
  - 2.10. Conduct and administer the subgrant award and administration process;

- 2.11. Maintain program records and conduct program reporting on forms provided by the TCEQ;
- 2.12. Maintain program budget and conduct financial reporting on forms provided by the TCEQ;
- 2.13 TCEQ and its affiliated entities, including, but not limited to, grantees or contractors, may use, reproduce, publish, or modify intellectual property or other items or data that are developed under this Contract with TCEQ funds, whether fully or partially-funded with TCEQ funds. Additional information is provided in the Subarticle titled Reimbursed Items and Data in the Special Terms and Conditions, including that the Performing Party must obtain the necessary licenses. Examples of intellectual property or other items or data include, but are not limited to, logos, mottos, surveys, graphics, and reports; and
- 2.14. Conduct additional requirements as requested by the TCEQ.

## V. REPORTING

1. **Progress Reports.** For any changes to the reporting due dates, the Performing Party must obtain written prior approval for an extension from TCEQ. Progress reports shall be submitted using the most-recently-approved forms.
  - 1.1 **Semi-Annual Report.** Using the format for Semi-Annual Reports identified in RSWGPA Administrative Procedures, the Performing Party shall provide a minimum of four reports. The Semi-Annual Report shall document the Performing Party's performance under this Contract, including the accomplishments and slippage of any task and activities compared to the outcomes specified for the period. The Semi-Annual Report shall also include the number and names of proposed municipal solid waste facility applications reviewed for conformance with the Performing Party's RSWMP, determination of conformance or nonconformance, and dates documentation of determination were submitted to the TCEQ.

The Semi-Annual Report to the TCEQ shall be due on March 30, 2024; September 30, 2024; March 30, 2025; and December 31, 2025.

Upon written notification to the Performing Party, the TCEQ may require that Semi-Annual Reports be provided on a more frequent basis, but no more frequently than quarterly.
  - 1.2 **Results Report and Follow-Up Results Report.** Using the format for Results Reports identified in the RSWGPA Administrative Procedures, the Performing Party shall report on data compiled from the individual implementation projects funded during the Contract. The biennial reports required under this Article shall include a report on the progress of the local municipal solid waste management program and recycling activities.

The Results Report to the TCEQ shall be due on December 31, 2023, for results from the FY 22/23 biennium.

The Follow-Up Results Report shall be due on October 15, 2024, for results from the FY 22/23 biennium. In addition, to meet the reporting requirement in THSC § 363.062(d), the Performing Party shall report to TCEQ on the progress of the region's municipal solid waste management program and recycling activities developed under THSC § 363.062. TCEQ will not require the Performing Party to submit to TCEQ information previously submitted to TCEQ by the Performing Party in an earlier plan or report.

- 1.3 **Financial Status Reports (FSRs).** The Performing Party shall submit to the TCEQ a completed FSR workbook, as specified by the TCEQ, containing as its "reporting period" the latest State Fiscal Year (FY) quarter within 30 (thirty) days following the end of each of the first seven (7) FY quarters contained within the biennium. Such reports shall be required even if no expenses or encumbrances have been incurred during the report period. A Final FSR workbook, indicating in the appropriate box that it is the final report, shall be submitted by the Performing Party not later than December 31st following the expiration date of this Contract.
- 1.4 **Spending Plan.** The Performing Party shall submit to the TCEQ a completed Spending Plan by May 1, 2025.
- 1.5 **Implementation Projects.** The Performing Party shall submit to the TCEQ the Implementation Project Summary with final project expenses by December 31st, following the expiration date of this Contract.
- 1.6 **Inventories of Purchased Items.**
- 1.6.1 **Inventory System.** As set forth in the Administrative Procedures, the Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997). If the Performing Party does not have the inventory information for the entire period from the beginning of the program, the Performing Party shall provide an explanation to TCEQ detailing why it does not have the information.
- 1.6.1.1 Controlled assets are the following items for which the acquisition cost is \$500.00 to \$4,999.99: sound systems and other audio equipment, camera - portable - digital, SLR; televisions, video players/recorders, computer (desktop and laptop); data projectors; smartphones, tablets & other hand-held devices; and unmanned aerial vehicle (UAV) drones. The inclusion of an item in this list does not indicate that it will be approved for reimbursement under the Contract.
- 1.6.2 **Submission of Inventories to TCEQ.** By December 31st following the expiration date of this Contract, the Performing Party shall submit to TCEQ the following complete and cumulative inventory lists of purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997). All inventories must meet the requirements set out in TxGMS for inventories of equipment. Inventories:
- 1.6.2.1 Equipment, controlled assets, and all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated, if applicable) purchased by the Performing Party;
- 1.6.2.2 Equipment, controlled assets, and all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated, if applicable) purchased by

subrecipients;

1.6.2.3 Trailers with a purchase price equal to or greater than \$1,000 purchased by the Performing Party or subrecipients. This list will contain some of the same items as the first two inventories. "Trailer" is defined as a manufactured, unpowered platform or box with wheels that is towed behind a vehicle on public highways and used to transport things. For the purposes of this Contract, a trailer does not include a farm utility trailer.

1.6.2.4 This inventory shall list all trailers purchased from the beginning of the State of Texas Fiscal Year 2020. The trailers must be included on the inventory list until they are disposed of by the Performing Party or a subrecipient, as applicable, or are worth less than \$1,000.00. When the trailer is disposed of or the value of the trailer falls below \$1,000, the trailer must be included on the inventory one final time, noting the disposition information or that the value is now below \$1,000 and that it will be removed from any subsequent inventory of trailers. The trailer will remain on the two inventories listed above, as applicable.

1.7 **Submission of Reports – General.** All Reports listed above shall be submitted in electronic format and signed by an authorized signatory of the Performing Party, as identified in the Application (**Attachment 1**) to this Contract and shall be addressed to the TCEQ Grant Manager.

## GENERAL TERMS AND CONDITIONS

Revised April 6, 2022

### 1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
  - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
    - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
    - 1.2.1.2. Changes to the Contract's Expiration Date;
    - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
    - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
  - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
  - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders ( including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
    - 1.2.3.1. **Minor, non-material changes include:**
      - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
      - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
      - 1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially



change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

## 2. FUNDS

2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

2.6 **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.

2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.

2.8 **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

## 3. ALLOWABLE COSTS

3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

- 3.2 **TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

#### 4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party shall submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the *Standards for Documentation of Personnel Expenses* in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If the records do not comply with the *Standards for Documentation of Personnel Expenses*, TCEQ may approve the use of an alternative system in writing or require that the Performing Party submit the attached Level-of-Effort Certification (LEC) form. The LEC form shall be completed monthly and submitted with each invoice.

The Performing Party must submit time sheets that are signed or electronically approved by the employee and supervisor with reimbursement requests for nonexempt employees.

- 4.4. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.5. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.6. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.7. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education, payments must be made via interagency transaction voucher (ITV); please provide a Recurring Transaction Index (RTI) number on the face of the invoice. For payments that are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For

additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

## 5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

## 6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.
- 6.2 **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subgrantee must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subgrantees and subcontractors.
- 6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5 **No Third Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6 **Security Requirements.** If Performing Party accesses, transmits, uses, or stores TCEQ data:
- 1) Performing Party shall meet the security controls specified by TCEQ; and
  - 2) Performing Party must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.

- 6.7 **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.
- 6.7.1 “Access to TCEQ Computer System or Database” means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.
- 6.7.2 Within seven (7) days after the execution of the Contract and any renewals, Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.7.3 If a Performing Party representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract, or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.7.4 For the term of the Contract and each renewal, all Performing Party representatives subject to the training requirement must complete DIR-certified training within seven (7) calendar days after TCEQ provides access to the training, unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
- 6.7.5 Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.7.6 TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.7.7 TCEQ may terminate the Contract for Cause if a Performing Party’s representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual’s TCEQ network user account.

## 7. TIME AND FORCE MAJEURE

- 7.1 **Time is of the Essence.** Performing Party’s timely performance is a material term of this Contract.

- 7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).
- 7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

## 8. CONFLICT OF INTEREST

- 8.1 Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
- a. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
  - b. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.
- 8.2 No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

## 9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code § 25.6.

## 10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

## 11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance,

Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.

- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

## 12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

## 13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
  - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
  - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

- 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
- 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

#### 14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

#### 15. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

#### 16. UNIFORM ASSURANCES

- 16.1 **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
  - 16.1.1 Performing Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
  - 16.1.2 Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
  - 16.1.3 Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
  - 16.1.4 Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
  - 16.1.5 In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the



executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.

- 16.1.6 Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
  - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
  - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.7 Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.8 Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.
- 16.1.9 Performing Party represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10 Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 16.1.11 Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Party is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12 Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

## 17. CONTRACT INTERPRETATION

- 17.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

- 17.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 17.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 17.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 17.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 17.6 **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 17.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 17.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 17.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 17.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 17.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 17.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 17.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas

Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

## **Cost Budget**

**(See Attachment 1 – Application Document 5,  
Incorporated by Reference)**

## NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

### CONTRACT NUMBER 582-24-50084 CONTRACT NAME: REGIONAL SOLID WASTE GRANT

1. **Representatives.** The individual(s) named below are the representatives of TCEQ. The Performing Party’s representatives are listed on Form 4 of the approved Application. The TCEQ and Performing Party representatives are authorized to give and receive communications and directions on behalf of the TCEQ and Performing Party for contractual and technical matters. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Representatives.** TCEQ may change its representative by email notice to the Performing Party’s Financial Representative. The Performing Party may change its representative by providing, by email, via an updated Form 4 from the Application to the TCEQ Project Manager.
3. **TCEQ Representatives**

**TCEQ CONTRACT MANAGER  
(for Contractual Matters)**

**TCEQ PROJECT MANAGER  
(for Technical Matters)**

Santos Olivarez

Jessica Uramkin

Section Manager  
Title

Grant Manager  
Title

Texas Commission on  
Environmental Quality  
P.O. Box 13087  
MC-126  
Austin, Texas 78711-3087  
Telephone No. (512) 239-4718  
[Santos.Olivarez@tceq.texas.gov](mailto:Santos.Olivarez@tceq.texas.gov)

Texas Commission on  
Environmental Quality  
P.O. Box 13087  
MC-126  
Austin, Texas 78711-3087  
Telephone No. (512) 239-6685  
[Jessica.Uramkin@tceq.texas.gov](mailto:Jessica.Uramkin@tceq.texas.gov)

4. **Invoice Submittal.** Invoices must be submitted to the TCEQ Project Manager [Grant Manager].

**Attachment 1:**  
**TCEQ – Approved Regional Council of Governments Application  
and any changes approved during the Contract Period**

**Excel document provided as a separate file by  
TCEQ – Waste Permits Division**

**Attachment 2:  
Regional Council of Governments Application Template**

**Excel document provided as a separate file by  
TCEQ – Waste Permits Division**

**Attachment 3:  
TCEQ - Regional Solid Waste Grant Program  
Administrative Procedures**

**PDF document provided as a separate file by  
TCEQ – Waste Permits Division**



# Memo

**To:** Executive Committee

**From:** Erin Hernandez – Assistant Executive Director

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 20

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## ITEM 20

Erin Hernandez, Assistant Executive Director, is seeking consideration and approval of Resolution 23-0809, Texas Commission on Environmental Quality - Regional Solid Waste Contract for FY 2024 and FY 2025.

*Approved at the Executive Committee Meeting on August 9, 2023.*

# Memo

**To:** Executive Committee

**From:** Jeff York – Director of Transit

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 21

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## ITEM 21

Jeff York, Director of Transit, is seeking consideration and approval of a one-time incentive payment for all eligible CVT employees in an amount not to exceed \$750 for full-time employees and \$500 for part-time employees.

*Approved at the Executive Committee Meeting on August 9, 2023.*

# Memo

**To:** Executive Committee

**From:** Toni Roberts – Director of Access and Assistance

**Date:** 8/9/2023

**Re:** CONSIDER AND TAKE APPROPRIATE ACTION – ITEM 22

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## ITEM 22

Toni Roberts, Director of Access and Assistance, is seeking consideration and approval of a one-time incentive payment for all eligible Access and Assistance (AaA) employees in an amount not to exceed \$2,000.

*Approved at the Executive Committee Meeting on August 9, 2023.*

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Chairman – Judge Jim O’Bryan

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Vice-chairman – Judge Brandon Corbin

**CVCOG**  
Balance Sheet  
As of 6/30/2023

	<u>Current Period Balance</u>	
<b>Assets</b>		
First Financial General Bank Acct	958,783.66	1112000
CNCS Petty Cash	300.00	1197000
CitiBank Credit Card	(100.00)	1198000
First Financial Credit Card	(5,337.92)	1199000
Grant Receivable, CJ VAWA	2,272.46	1203000
State Contract, HSGD	1,458.33	1204000
Grant Receivable, 2-1-1	30,641.29	1205000
Grant Receivable, 9-1-1	352,445.77	1211000
Grant Receivable, AAA	268,004.51	1212000
Grant Receivable CNCS VISTA	3,984.67	1213000
State Contract, CJ Planning	3,541.81	1214000
Grant Receivable, CJ Training	3,061.75	1215000
Grant Receivable, RSVP	12,595.63	1216000
Grant Receivable, Juvenile Justice Services	1,349.25	1217000
Grant Receivable, Foster Grandparent	51,257.32	1219000
Grant Receivable, Senior Companion	32,316.38	1220000
Grant Receivable, ADRC	22,950.44	1221000
OOG CV Communications Upgrade	4,891.66	1225000
Grant Receivable, Homeland Security SHSP	20,756.47	1232000
Grant Receivable, CACFP Head Start	8,776.41	1243000
Grant Receivable, Head Start HHS	352,086.05	1249000
Economic Development District	25,616.26	1290000
CV Transit District AR	276,972.41	1329000
Accounts Receivable-General	247.30	1391000
Staff Travel Advance	1,152.00	1392000
Prpd Workers Comp	1,956.67	1591000
Prepaid COBRA-Health Services	52.40	1594000
Prepaid Life Insurance	44.51	1595000
Prepaid Vision Insurance	16.98	1596000
Prepaid Dental Insurance	49.40	1597000
Prepaid AFLAC	95.17	1598000
Prepaid MASA Insurance	23.25	1599000
First Financial 911 Investment	11,115.69	1614000
CVCOG Investment Account	280,759.82	1618000
Leasehold Improvements	85,951.58	1730000
Facility Improvements	170,941.59	1732000
Other Assets - Project Equipment	1,241,306.87	1811000
<b>Total Assets</b>	<u><u>4,222,337.84</u></u>	
<b>Liabilities</b>		
AP	556,641.81	2111000
AP Clearing	70,075.00	2112000
AP First Financial Credit Card	4,351.95	2114000
AP CitiBank Credit Card	58,170.71	2117000
Payroll Payable - Administration	281,743.28	2151000
Federal Withholding Tax	21,825.73	2311000
Medicare Payable	9,945.05	2321000
SUTA Payable	23.80	2323000
Employee Wellness Benefits Payable	40,144.22	2412000
Health Savings Account	4,873.31	2413000
Health Insurance Payable	8.15	2414000
Employer Pension Plan Payable	117,977.25	2422000
Employee Contr to Pension Plan	76,184.73	2423000
Deferred Income Plan Withheld	3,435.00	2431000
State Comptroller Unclaimed	2.36	2434000
United Way Payable	1,358.82	2441000
Child Support Payable	1,861.71	2442000
Other Payroll Garnishments	184.39	2444000
Accrued Vacation Leave	179,324.13	2521000
Inter-Fund Payable CVTD	664,206.85	2600000

**CVCOG**  
Balance Sheet  
As of 6/30/2023

	Current Period Balance	
<b>Liabilities continued .....</b>		
Unearned Revenue General Fund	47.45	2911000
Unearned Revenue- 911 Program	(195,266.83)	2917000
Unearned Revenue-VISTA	106,033.87	2918000
Unearned Revenue-Head Start	14,152.05	2919000
Unearned Revenue - Regional Law Academy Tuition	4,250.00	2926000
Unearned Revenue- RSVP	100.00	2929000
Unearned Revenue-Solid Waste	111,000.27	2938000
Unearned Revenue Regional Broadband Initiative	250,000.00	2943000
Total Liabilities	2,382,655.06	
Fund Balance		
General Unrestricted Fund Balance	475,065.30	3000000
Long Term Debt - Annual Leave	(179,324.13)	3105000
Long Term Debt - Inter-Fund CVTD	(664,206.85)	3107000
Investment - Capital Assets	1,498,200.04	3110000
Restricted - USDA Note Available	23,850.00	3202000
Restrict - Regional Assistance Corp 501c3	35,286.51	3204000
Restricted - CV Medical Reserve Corp	3,765.02	3205000
Assigned - Area Agency on Aging	3,696.26	3401000
Assigned - SCP Visiting Program	9,867.64	3402000
Assigned - Caregiver	2,213.65	3403000
Assigned - Housing Finance	94,001.34	3404000
Assigned - Homeland Security	23,235.05	3405000
Assigned - CJ Planning	110,053.74	3406000
Assigned - CJ Law Enf Academy	187,620.09	3407000
Assigned - 211 Information Referral	42,300.72	3408000
Assigned - CEDAF	35,449.54	3409000
Total Fund Balance	1,701,073.92	
Excess Revenue Over Expenditures FY 22-23	138,608.86	
Total Liabilities and Fund Balance	4,222,337.84	

CVCOG

Statement of Revenues and Expenditures - CVCOG Statement of Revenue and Expenditures  
From 10/1/2022 Through 6/30/2023

	Current Period Actual	
Revenue		
CNCS Senior Companion CFDA 94.016	140,037.59	4164000
CNCS Foster Grandparent CFDA 94.011	270,731.92	4165000
CNCS RSVP CFDA 94.002	100,330.70	4167000
HHS-ACF Head Start ARP 06HE001000 C6	371,389.18	4170000
HHS-ACF Head Start CFDA 93.600	4,974,272.03	4173000
VISTA CNCS FY 22-23 CFDA 94.013	35,612.12	4174000
AAA - Title IIIB CFDA 93.044	155,951.84	4201000
CACFP Prior Year CFDA 10.558	18,773.45	4203000
AAA - Title IIIC1 CFDA 93.045	205,947.85	4205000
Off Gov-CJ Juvenile Justice Service CFDA 16.523	21,802.17	4206000
AAA - Title IIIC-2 CFDA 93.045	160,246.99	4207000
AAA - Title IIIE CFDA 93.052	57,179.53	4215000
AAA - Title VII EAP CFDA 93.041	352.00	4216000
AAA - Title VI OM CFDA 93.042	8,557.00	4218000
AAA - NSIP CFDA 93.053	70,725.00	4219000
CACFP Nutrition CFDA 10.558	436,831.77	4221000
Off Gov-Violence Against Women Act CFDA 16.588	6,037.95	4222000
211 TANF OPS FED CFDA 93.558	589.24	4231000
211 Food Stamps CFDA 10.561	23,753.05	4233000
211 Child Health Ins CFDA 93.767	3,744.37	4245000
211 Child Care CFDA 93.575	2,315.34	4258000
211 CHIPS OPS Fed CFDA 93.778	24,744.52	4265000
CF - HICAP Basic CFDA 93.324	58,024.00	4267000
211 COVID TANF OPS CFDA 93.558	31.82	4269000
211 COVID Food Stamps CFDA 10.561	1,137.86	4271000
ADRC Housing Navigator Sept to Dec CFDA 93.791	5,762.39	4274000
ARP Title III-B	150,546.13	4276000
ARP Title III C1	101,747.82	4277000
ARP Title III C2	100,716.74	4278000
ADRC MIPPA CFDA 93.071	6,759.99	4279000
211 COVID Child Health Ins CFDA 93.767	179.38	4289000
ARP Title III E	23,914.71	4290000
ARP Title VI OM CFDA 93.042	4,350.00	4291000
211 COVID CHIPS CFDA 93.778	1,185.35	4292000
Off Gov-Homeland Security SHSP CFDA 97.067	89,057.13	4294000
PY AAA - MIPPA CFDA 93.071	8,433.56	4297000
ADRC Housing Navigator Jan to Aug CFDA 93.791	8,945.06	4298000
ADRC Local Contact Agency Jan to Aug CFDA 93.791	2,164.00	4299000
AAA State General	49,746.25	4301000
TCEQ Solid Waste State	48,515.52	4302000
2-1-1 COVID SGR	2,518.23	4305000
Off Gov - CJ Academy State	52,435.14	4307000
AAA - State OMB ALF	7,637.09	4308000
TxHHS-RSVP State	48,542.48	4309000
Off Gov - HSGD Contract State	12,508.33	4311000
TxHHS - 211 State Funds	52,644.22	4312000
Grant Z02, NG911 Project SB8	544,406.17	4314000
Off Gov, CJ Planning Services	29,858.22	4315000
CSEC 911 ER Communications State	1,608,387.01	4316000
ADRC State General Revenue	45,713.53	4325000
Grant X07, OOG CV Communications Upgrade 4467201	16,714.76	4327000
ADRC State Promoting Independence	8,993.21	4331000
TXHHS-FGP State	5,316.48	4335000
TXHHS-SCP State	6,791.48	4336000
AAA - State General ARP	59,530.00	4341000
IK Contributions	1,845,641.51	4411000

**CVCOG**

Statement of Revenues and Expenditures - CVCOG Statement of Revenue and Expenditures  
From 10/1/2022 Through 6/30/2023

**Revenue continued .....**

Senior Center Program Income-Tracking Only	65,461.96	4416000
CVCOG Membership Dues	15,553.80	4511000
Area Agency on Aging Membership Dues	25,802.24	4512000
CJ Membership Dues	66,460.00	4513000
Program Income	22,799.00	4522000
Local Revenue	72,629.48	4523000
Sale of Equipment	11,949.79	4711000
Interest Income General	7,572.04	4731000
Interest on 911 Trust Acct	(845.37)	4732000
Credit Card Cash Rewards Redemption	15,797.05	4737000
Economic Development District Pass-Thru	412,610.58	4760000
Concho Valley Transit District Pass-Thru	3,051,863.95	4761000
Prior Year Cost Pool Contribution	121,289.00	4762000
Vacation Accrual Allocation	276,967.15	4911000
Indirect Cost Allocations	525,495.18	4912000
Information Technology Services	246,441.04	4913000
Human Resources Allocation	274,394.49	4914000
Procurement Dept Allocation	268,322.56	4915000
Total Revenue	<u>17,579,345.12</u>	

**Expenditures**

General Wages	5,268,614.40	5110000
General Overtime Hours	5,007.93	5118000
Holiday Work Time	182.80	5119000
Vacation Time Allocation	276,967.15	5150000
Medicare Tax	90,280.08	5151000
Workers Comp Insurance	80,041.48	5172000
SUTA	2,308.92	5173000
Health Insurance Benefit	1,442,212.44	5174000
Dental Insurance Benefit	53,808.40	5175000
Life Insurance Benefit	43,810.68	5176000
HSA Insurance Benefit	59,919.04	5177000
Retirement	720,233.30	5181000
Indirect Allocation	525,515.46	5199000
Employee Health and Welfare	2,592.99	5200000
Stipend - FGP Volunteers	140,401.73	5201000
Stipend - SCP Volunteers	64,678.03	5202000
Recognition	56,080.24	5205000
HR Service Center	274,530.20	5206000
Procurement Service Center	268,322.56	5207000
Information Technology Service Center	246,305.33	5208000
Driver Wages	1,040,612.09	5210000
Dispatch/Customer Service Wages	57,741.48	5217000
Driver Overtime Hours	73,102.64	5218000
Dispatch/Customer Service Overtime Wages	9,371.07	5219000
Audit & Legal	38,243.32	5231000
Counseling Services	14,298.79	5251000
Contract Services	596,376.97	5291000
HS Health & Disab Svc	227.25	5293000
HS Policy Council	306.39	5294000
HS Nutrition Service	320,742.87	5295000
HS Parent Service	1,517.81	5296000
AAA Congregate Meals	307,529.55	5301000
AAA Home Delivered Meals	328,183.81	5302000
Head Start T & T A	40,040.50	5308000
Travel-In Region	19,693.79	5309000
Travel-Out of Region	41,025.79	5310000
Conference Fees	255.00	5311000

**CVCOG**

Statement of Revenues and Expenditures - CVCOG Statement of Revenue and Expenditures  
From 10/1/2022 Through 6/30/2023

*Expenditures continued .....*

Meals	10,128.15	5312000
Travel-Volunteer	41,684.67	5313000
Executive Director Allowance	493.22	5314000
Contractor Travel	224.06	5318000
Fuel	1,504.30	5351000
Lubricant	12.00	5352000
Vehicle Maintenance	699.84	5361000
Tires	54.70	5363000
Bus Stop Maintenance	43.98	5365000
Non-Vehicle Maintenance	818.59	5366000
Other Facility Rent	6,990.00	5412000
HS Site Rent	14,130.00	5413000
Utilities	37,685.71	5431000
HS Site Center Utilities	91,474.06	5433000
Facility Allocation	313,296.19	5451000
HS Site Center Bldg Maint	197,633.95	5453000
Supplies	140,066.38	5510000
HS Class Room Supplies	207,383.62	5512000
HS Food Serv Sup	83,638.81	5513000
HS Medical Supplies	4,652.39	5514000
HS Disability Supplies	12.54	5515000
Supplies - Bus/Service Vehicles	4,460.14	5516000
HS Diapers and Wipes	18,302.60	5518000
Parts Supply	3,336.81	5520000
Internal Project Equipment	674.93	5621000
Internal Computer/Software	60,495.15	5622000
Internal Capital Equipment	65,372.00	5623000
County Project Equipment	11,454.18	5627000
Tools	1,140.12	5629000
Copier	17,945.48	5632000
Copier Lease	11,465.38	5633000
Copier Paper	3,315.00	5634000
Insurance	19,518.01	5711000
Cell Phones	3,485.07	5713000
Internet	1,528.54	5714000
Printing	1,009.06	5721000
Ads & Promotions	1,961.56	5722000
Publications	360.00	5723000
HS Capital Playground	12,142.35	5734000
Training	6,419.85	5751000
Dues and fees	50,509.58	5753000
Vehicle Registration	463.50	5754000
HS Site Center Communications	15,343.63	5760000
Communications	19,124.85	5761000
Postage/freight	7,480.56	5762000
911 PSAP Services	1,379.84	5766000
911 Equipment Maintenance	501.99	5767000
911 PSAP Training	3,890.50	5768000
911 PUB ED	4,069.60	5771000
911 PSAP Room Prep	26,980.62	5773000
911 Network Reliability	4,232.25	5774000
911 Network	108,727.17	5775000
911 PSAP Network	823,725.59	5777000
911 Text-to-911	20,400.00	5779000
911 Geographic Information Systems	8,965.55	5780000
911 Core Functions	247,740.52	5781000
911 Info Sec	1,881.62	5783000
911 CPE Front-Back FY 23	296,665.65	5785000



**CVCOG**

Statement of Revenues and Expenditures - CVCOG Statement of Revenue and Expenditures  
From 10/1/2022 Through 6/30/2023

***Expenditures continued .....***

Other	54.34	5791000
Coffee Expense	1,523.72	5792000
Physicals	165.00	5793000
General Assembly Costs	4,603.38	5794000
Safety	3,386.10	5796000
Multi-Modal Supplies	2,356.25	5810000
Multi-Modal Internet	9,767.87	5814000
Multi-Modal Utilities	6,348.22	5831000
Multi-Modal Building Maintenance	567.80	5851000
Multi-Modal Communications	4,825.05	5861000
Shop Christoval Rd Supplies	4,663.50	5870000
Shop Christoval Rd Tools	4,565.08	5871000
Shop Christoval Rd Utilities	2,089.75	5876000
InKind Travel	117,297.00	6310000
InKind Other	1,728,344.51	6791000
Total Expenditures	<u>17,440,736.26</u>	
Excess Revenue over Expenditures	<u><u>138,608.86</u></u>	

SCHEDULE OF REVENUE BY SOURCE  
October 1, 2022 - June 31, 2023

CVCOG Grant No	Grant Name	Federal	ARP	State	Program Income	Local Revenue	In-kind	Membership	Pass Thru	Fringe Benefit & Indirect	Total Revenue	Total Expenditures	Excess Revenue over Expenditures	Notes
			COVID-19 CARES Act	Administered Federal					State					
025	VISTA Program	13,179.46	-	-	-	10,575.90	-	-	-	-	23,755.36	23,755.36	-	
027	VISTA Program	22,432.66	-	-	-	17,056.38	-	-	-	-	39,489.04	39,489.04	-	
033	TDHCA Housing	-	-	-	-	175.10	-	-	-	-	175.10	-	175.10	housing bond interest received
040	Economic Development District	-	-	-	-	-	-	-	105,758.55	-	105,758.55	105,758.55	-	
043	CVEDD Pass-Thru Revolving Loan	-	-	-	-	-	-	-	2,817.03	-	2,817.03	2,817.03	-	
805	911 CSEC FY 21, 2nd Yr Biennium	-	-	-	(0.61)	-	-	-	-	-	(0.61)	-	(0.61)	correction on EFR-0001003
829	Head Start FY 21-22	-	371,389.18	-	-	14,929.58	-	-	-	-	386,318.76	386,354.26	(35.50)	additional billing needed, will clear in July
Multi	CVTD AR Expenses	-	-	-	-	-	-	-	3,051,863.95	-	3,051,863.95	3,051,863.95	-	
A01	Area Agency on Aging FY 21-22	-	-	-	-	208.33	-	-	-	-	208.33	208.33	-	
A02	Area Agency on Aging FY 22-23	-	440,805.40	725,417.77	57,383.34	50.00	3,168.10	87,120.88	25,802.24	65,461.96	1,405,209.69	1,399,648.53	5,561.16	HICAP waiting budget approval
C01	CJ Academy FY 21-23	-	-	-	52,435.14	22,749.00	37,000.00	-	56,569.00	-	168,753.14	133,372.00	35,381.14	excess funds, will use through year
C04	CJD Planning FY 22-23	-	-	-	29,858.22	-	-	-	-	-	29,858.22	26,263.52	3,594.70	excess funds, will use through year
D02	ADRC FY 22-23	-	-	23,631.44	54,706.74	-	-	-	-	-	78,338.18	78,338.18	-	
F03	Foster Grandparent FY 22-23	270,731.92	-	-	-	-	-	20,794.00	-	-	291,525.92	291,525.92	-	
F04	FGP HHSC State Year 3	-	-	-	5,316.48	-	-	-	-	-	5,316.48	5,316.48	-	
G02	RSVP Federal FY 22-23	100,330.70	-	-	-	-	-	-	-	-	100,330.70	100,330.70	-	
G03	RSVP HHSC State Year 3	-	-	-	48,542.48	-	53.98	-	-	-	48,596.46	48,542.48	53.98	interest earned
H03	Head Start FY 22-23	4,444,724.02	-	-	-	-	-	1,724,002.63	-	-	6,168,726.65	6,168,726.65	-	
H04	CACFP Head Start Nutrition FY 22-23	-	-	455,605.22	-	-	-	-	-	-	455,605.22	453,175.61	2,429.61	excess funds, will use through year
H05	Head Start FY 23-24	529,548.01	-	-	-	-	-	-	-	-	529,548.01	529,548.01	-	
I01	Economic Development District-TXDOT	-	-	-	-	-	-	-	2.00	-	2.00	2.00	-	
I02	CVEDD Pass-Thru TXDOT Rural	-	-	-	-	-	-	-	56,351.00	-	56,351.00	56,351.00	-	
I03	CVEDD Pass-Thru TXDOT Urban	-	-	-	-	-	-	-	247,682.00	-	247,682.00	247,682.00	-	
J02	Juvenile Justice Services FY 22-23	-	-	21,802.17	-	-	-	-	-	-	21,802.17	21,802.17	-	
Q01	CEDAF FY 22-23	-	-	-	-	-	-	-	-	-	-	4,970.90	(4,970.90)	contract will bill annually in August
S03	Senior Companion Federal FY 22-23	140,037.59	-	-	-	-	-	13,724.00	-	-	153,761.59	153,761.59	-	
S04	SCP HHSC State Year 3	-	-	-	6,791.48	-	1.94	-	-	-	6,793.42	6,791.48	1.94	interest earned
S05	SCP Prior Year Funds Acct 3402	-	-	-	-	-	-	-	-	-	-	1,667.80	(1,667.80)	spending prior year local funds, will clear when closing fiscal year
T02	211 Information & Referral FY 22-23	-	5,052.64	55,146.52	52,644.22	-	62.74	-	-	-	112,906.12	112,843.38	62.74	interest earned
V02	Violence Against Women FY 22-23	-	-	6,037.95	-	-	-	9,891.00	-	-	15,928.95	12,809.91	3,119.04	match funding to be used through year to draw state funds
W01	TCEQ Solid Waste FY 21-23	-	-	-	48,515.52	-	-	-	-	-	48,515.52	48,515.52	-	
X04	HSGD FY 22-23	-	-	-	12,508.33	-	-	-	-	-	12,508.33	9,125.09	3,383.24	excess funds, will use through year
X05	Homeland Security HSGP FY 22-23	-	-	89,057.13	-	-	-	-	-	-	89,057.13	89,057.13	-	
X07	CV Communications Upgrade	-	-	-	16,714.76	-	-	-	-	-	16,714.76	16,714.76	-	
Z01	911 CSEC FY 22, 1st Yr Biennium	-	-	-	845.37	-	(845.37)	-	-	-	-	-	-	
Z02	Next Generation 911 Fund, ARP	-	-	-	544,406.17	-	-	-	-	-	544,406.17	544,406.17	-	
Z03	911 CSEC FY 23, 2nd Yr Biennium	-	-	-	1,607,542.25	-	-	-	-	-	1,607,542.25	1,607,542.25	-	
092	Procurement Services	-	-	-	-	-	-	-	-	268,322.56	268,322.56	268,322.55	0.01	rounding from allocation percentages
093	Human Resources Services	-	-	-	-	-	-	-	-	274,394.49	274,394.49	274,394.49	-	
094	Information Technology Services	-	-	-	-	25.00	-	-	-	246,441.04	246,466.04	246,466.08	(0.04)	rounding from allocation percentages
095	Engagement Committee	-	-	-	-	-	-	5,055.12	-	-	5,055.12	4,834.07	221.05	excess funds, will use through year
097	Non Project Expenses	-	-	-	-	24,677.83	-	9,214.88	-	-	33,892.71	7,925.99	25,966.72	excess funds, will use through year
098	Vacation Accrual	-	-	-	-	13.48	-	-	-	276,967.15	276,980.63	240,352.68	36,627.95	excess funds, will use through year
099	Indirect	-	-	-	-	-	-	1,283.80	-	646,784.18	648,067.98	619,362.65	28,705.33	excess funds, will use through year
		<u>5,520,984.36</u>	<u>817,247.22</u>	<u>1,376,698.20</u>	<u>2,538,209.89</u>	<u>22,799.00</u>	<u>107,102.99</u>	<u>1,845,641.51</u>	<u>107,816.04</u>	<u>3,529,936.49</u>	<u>17,579,345.12</u>	<u>17,440,736.26</u>	<u>138,608.86</u>	
		0.54	0.08	0.13	0.25									

Total Government Grants Spent	10,253,139.67	General	91,521.02	66%
Total Program	22,799.00	Dedicated	47,087.84	34%
Total Local	214,919.03		<u>138,608.86</u>	
Total In-Kind	1,845,641.51			
Total Pass-Thru	3,529,936.49			
Total Cost Allocation	<u>1,712,909.42</u>			
	<u>17,579,345.12</u>			

**Concho Valley Council of Governments Cash Flow**

	First Financial CVCOG General Fund (000's)			First Financial 9-1-1 Trust Account (000's)				First Financial General Investment Savings				CVCOG Balance	First Financial CVTD (000's)			First Financial CVTD-ICB (000's)			First Financial CVEDD (000's)			Total Balance
Beginning Balance:	\$ 638,852			\$ 559,508				\$ 257,453					\$ 678,239			\$ 19,205			\$ 511,460			
FY 22-23	Inflows	Outflows	Balance	Inflows	Interest	Outflows	Balance	Inflows	Interest	Outflows	Balance		Inflows	Outflows	Balance	Inflows	Outflows	Balance	Inflows	Outflows	Balance	
October	1,311,609	(1,540,522)	409,940	-	1,098	(100,783)	459,822	1,550	550	-	259,554	1,129,315	387,282	(462,883)	602,638	6,239	(6,527)	18,918	142,658	(13,014)	641,103	2,391,975
November	1,729,481	(1,701,221)	438,200	-	1,039	(146,355)	314,507	-	681	-	260,234	1,012,941	720,765	(628,066)	695,337	6,448	(6,772)	18,594	3,085	(153,223)	490,966	2,217,838
December	1,577,879	(1,395,790)	620,289	-	801	(136,962)	178,346	-	797	-	261,031	1,059,666	390,613	(665,982)	419,968	3,840	(3,076)	19,358	16,511	(43,143)	464,334	1,963,327
January	2,041,899	(1,421,878)	1,240,310	-	464	(75,687)	103,124	-	827	-	261,859	1,605,292	1,151,281	(666,264)	904,985	2,630	(2,875)	19,114	47,003	(86,097)	425,240	2,954,631
February	1,435,188	(1,945,856)	729,642	348,245	824	(243,902)	208,290	-	793	-	262,651	1,200,583	334,884	(450,291)	789,578	3,352	(2,572)	19,894	66,726	(11,538)	480,427	2,490,482
March	1,477,271	(1,555,200)	651,713	-	264	(207,955)	599	275	963	-	263,889	916,201	534,326	(512,429)	811,475	2,236	(179)	21,951	33,689	(84,002)	430,115	2,179,741
April	2,083,317	(1,471,600)	1,263,430	-	2	-	601	-	836	-	264,725	1,528,756	733,884	(611,307)	934,053	2,686	(1)	24,636	92,370	(13,649)	508,836	2,996,281
May	1,297,703	(1,853,182)	707,951	193,614	349	-	194,564	-	979	-	265,704	1,168,219	772,266	(857,231)	849,088	3,856	(0)	28,492	4,030	(63,194)	449,673	2,495,471
June	1,970,854	(1,591,396)	1,087,409	-	383	(183,831)	11,116	13,972	1,083	-	280,760	-	553,352	(435,898)	966,541	3,554	(5,762)	26,284	58,486	(58,106)	450,052	1,442,878
July	-	-	1,087,409	-	-	-	11,116	-	-	-	280,760	-	-	-	966,541	-	-	26,284	-	-	450,052	1,442,878
August	-	-	1,087,409	-	-	-	11,116	-	-	-	280,760	-	-	-	966,541	-	-	26,284	-	-	450,052	1,442,878
September	-	-	1,087,409	-	-	-	11,116	-	-	-	280,760	-	-	-	966,541	-	-	26,284	-	-	450,052	1,442,878

Interest Rate at 2.685700% as of 10/03/22  
 Interest Rate at 3.190500% as of 11/01/22  
 Interest Rate at 3.606300% as of 12/01/22  
 Interest Rate at 3.740300% as of 1/3/23  
 Interest Rate at 3.945900% as of 2/1/23  
 Interest Rate at 4.051700% as of 3/1/23  
 Interest Rate at 4.130800% as of 4/3/23  
 Interest Rate at 4.355200% as of 5/1/23

Interest Rate at 2.685700% as of 10/03/22  
 Interest Rate at 3.190500% as of 11/01/22  
 Interest Rate at 3.606300% as of 12/01/22  
 Interest Rate at 3.740300% as of 1/3/23  
 Interest Rate at 3.945900% as of 2/1/23  
 Interest Rate at 4.051700% as of 3/1/23  
 Interest Rate at 4.130800% as of 4/3/23  
 Interest Rate at 4.355200% as of 5/1/23

Account opened to segregate Greyhound Funds  
 \$19,571.34 belongs to CVTD deposited to maintain account

	First Financial CVCOG General Fund (000's)			First Financial 9-1-1 Trust Account (000's)				First Financial General Investment Savings				CVCOG Balance	First Financial CVTD (000's)			First Financial CVTD-ICB (000's)			First Financial CVEDD (000's)			Total Balance
Beginning Balance:	\$ 1,125,860			\$ 254				\$ 217,955					\$ 627,043			\$ 9,391			\$ 255,421			
FY 21-22	Inflows	Outflows	Balance	Inflows	Interest	Outflows	Balance	Inflows	Interest	Outflows	Balance		Inflows	Outflows	Balance	Inflows	Outflows	Balance	Inflows	Outflows	Balance	
October	1,831,397	(2,351,835)	605,422	497,988	11	(65,252)	433,001	34,731	7	-	252,692	1,291,116	295,515	(129,602)	792,956	4,507	(3,752)	10,146	40,434	(92,963)	202,893	2,297,110
November	1,223,321	(1,441,853)	386,890	-	12	(124,881)	308,132	-	9	-	252,701	947,723	341,246	(619,654)	514,549	3,888	(3,587)	10,447	60,561	(40,302)	223,152	1,695,871
December	1,400,883	(1,580,398)	207,375	-	9	(80,228)	227,914	-	9	-	252,710	687,999	844,674	(488,407)	870,816	5,646	(4,603)	11,491	84,060	(65,000)	242,212	1,812,518
January	2,094,100	(1,477,340)	824,135	-	7	(213,753)	14,167	-	12	-	252,722	1,091,024	930,683	(768,227)	1,033,273	5,043	(4,510)	12,024	17,567	(80,318)	179,461	2,315,782
February	1,369,212	(1,558,245)	635,102	265,904	12	(21,042)	259,042	-	24	-	252,746	1,146,890	279,483	(602,194)	710,562	4,784	(4,847)	11,961	3,959	(12,095)	171,325	2,040,737
March	1,426,261	(1,464,307)	597,056	-	57	(90,417)	168,682	3,025	63	-	255,834	1,021,572	578,397	(502,085)	786,873	6,629	(5,231)	13,359	199,768	(41,566)	329,528	2,151,331
April	1,722,799	(1,712,298)	607,556	313,881	97	-	482,660	-	85	-	255,919	1,346,135	278,721	(437,195)	628,399	7,273	(7,110)	13,522	156,069	(107,117)	378,480	2,366,537
May	1,779,201	(1,636,003)	750,754	-	236	(144,620)	338,276	-	146	-	256,065	1,345,095	786,189	(472,045)	942,544	7,448	(6,310)	14,660	112,528	(22,677)	468,330	2,770,629
June	1,200,924	(1,316,649)	635,029	-	173	(172,103)	166,345	-	178	-	256,243	1,057,617	253,386	(431,870)	764,060	7,240	(6,221)	15,679	7,802	(11,644)	464,489	2,301,845
July	1,446,069	(1,670,275)	410,823	136,179	151	(104,000)	198,675	-	279	-	256,522	866,020	660,096	(573,616)	850,541	9,206	(8,194)	16,692	18,445	(9,026)	473,908	2,207,160
August	1,539,412	(1,408,299)	541,936	-	80	(179,916)	18,839	-	423	-	256,944	817,720	641,176	(528,168)	963,548	10,044	(6,646)	20,089	43,051	(8,108)	508,851	2,310,208
September	1,891,171	(1,794,254)	638,852	559,035	138	(18,504)	559,508	-	509	-	257,453	1,455,814	243,033	(528,342)	678,239	6,967	(7,851)	19,205	13,851	(11,242)	511,460	2,664,718

Interest Rate at 0.034500% as of 10/01/21  
 Interest Rate at 0.043400% as of 11/01/21  
 Interest Rate at 0.041200% as of 12/01/21  
 Interest Rate at 0.055300% as of 1/03/22  
 Interest Rate at 0.122800% as of 2/01/22  
 Interest Rate at 0.2911% as of 3/01/22  
 Interest Rate at 0.3925% as of 4/01/22  
 Interest Rate at 0.6917% as of 5/02/22  
 Interest Rate at 0.8468% as of 6/01/2022  
 Interest Rate at 1.282100% as of 7/01/2022  
 Interest Rate at 1.939500% as of 8/01/2022  
 Interest Rate at 2.260200% as of 9/01/2022

Interest Rate at 0.034500% as of 10/01/21  
 Interest Rate at 0.043400% as of 11/01/21  
 Interest Rate at 0.041200% as of 12/01/21  
 Interest Rate at 0.055300% as of 1/03/22  
 Interest Rate at 0.122800% as of 2/01/22  
 Interest Rate at 0.2911% as of 3/01/22  
 Interest Rate at 0.3925% as of 4/01/22  
 Interest Rate at 0.6917% as of 5/02/22  
 Interest Rate at 0.8468% as of 6/01/2022  
 Interest Rate at 1.282100% as of 7/01/2022  
 Interest Rate at 1.939500% as of 8/01/2022  
 Interest Rate at 2.260200% as of 9/01/2022

Account opened to segregate Greyhound Funds  
 \$15,681.07 belongs to CVTD deposited to maintain account

In compliance with PFIA 2256.023 and CVCOG Investment Policy section XI

*John Austin Stokes*

7/5/2023

CVCOG Executive Director/Investment Officer

Date

*Brandon Sanders*

7/5/2023

CVCOG Director of Finance

Date

PO Box 701, Abilene, TX 79604

PLEASE EXAMINE AT ONCE

Check your statement and enclosures, and report any discrepancies within thirty (30) days. Please direct any phone inquiries regarding your accounts to (855) 660-5862. Written inquiries should be sent to the address listed, attention: Research.

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CONCHO VALLEY COUNCIL OF GOVERNMENTS  
5430 LINK RD  
SAN ANGELO TX 76904-9812



<b>ACCOUNT NUMBER</b>	61110101484
<b>STATEMENT DATES</b>	6/01/23-6/30/23
<b>ENCLOSURES</b>	138
<b>PAGE</b>	1 of 19

**SUMMARY OF ACCOUNTS**

Account Number	Account Description	Current Balance
61110101484	Public Funds Checking	1,087,408.78

**ACCOUNT SUMMARY**

**Public Funds Checking**

Account Number	61110101484	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	707,951.05	Days in Statement Period	32
27 Deposits/Credits	1,970,853.86	Average Ledger	847,100.32
149 Checks/Debits	1,591,396.13	Average Collected	846,342.24
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	0.00		
Ending Balance	1,087,408.78		

Account Title:  
Concho Valley Council of Governments

**MISCELLANEOUS CREDITS**

Date	Description	Amount
6/02	INV-PAYMTS HEALTH HUMAN SVC CTX 17512795372000 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230531~2046~U~00304~	500.00
6/02	Deposit #	72.00
6/02	Remote Deposit	227.36
6/05	INV-PAYMTS GOVERNOR FISCAL CTX 17512795372000 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230601~2039~U~00304~	3,899.79
6/05	INV-PAYMTS GOVERNOR FISCAL CTX 17512795372000 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230601~2039~U~00304~	9,587.94
6/09	Remote Deposit	660.05
6/12	Deposit #	10.00
6/13	HHS PAYMNTPAY MGT SYSTEM CCD	686,620.46



PO Box 701, Abilene, TX 79604

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CONCHO VALLEY COUNCIL OF GOVERNMENTS  
911 TRUST  
5430 LINK RD  
SAN ANGELO TX 76904-9812  


<b>ACCOUNT NUMBER</b>	61110102391
<b>STATEMENT DATES</b>	6/01/23-6/30/23
<b>ENCLOSURES</b>	0
<b>PAGE</b>	1 of 3

**SUMMARY OF ACCOUNTS**

Account Number	Account Description	Current Balance
61110102391	Interest Public Fund	11,115.69

**ACCOUNT SUMMARY**

**Interest Public Fund**

Account Number	61110102391	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	194,563.79	Days in Statement Period	32
0 Deposits/Credits	0.00	Average Ledger	96,903.77
1 Checks/Debits	183,830.62	Average Collected	96,903.77
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	382.52		
Ending Balance	11,115.69	2023 Interest Paid	2,285.26

Account Title:  
Concho Valley Council of Governments  
911 Trust

**MISCELLANEOUS CREDITS**

Date	Description	Amount
7/02	Interest Deposit	382.52

**MISCELLANEOUS DEBITS**

Date	Description	Amount
6/16	Transfer from XXX2391 to XXX1484: Conf #:18095866	183,830.62-

**INTEREST RATE SUMMARY**

Date	Interest Rate
5/31	4.355200%
6/01	4.502500%

**DAILY ENDING BALANCE**

Date	Balance	Date	Balance	Date	Balance
6/01	194,563.79	6/16	10,733.17	7/02	11,115.69



PO Box 701, Abilene, TX 79604

PLEASE EXAMINE AT ONCE

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CONCHO VALLEY COUNCIL OF GOVERNMENTS  
INVESTMENT  
5430 LINK RD  
SAN ANGELO TX 76904-9812



<b>ACCOUNT NUMBER</b>	61110102409
<b>STATEMENT DATES</b>	6/01/23-6/30/23
<b>ENCLOSURES</b>	0
<b>PAGE</b>	1 of 3

**SUMMARY OF ACCOUNTS**

Account Number	Account Description	Current Balance
61110102409	Interest Public Fund	280,759.82

**ACCOUNT SUMMARY**

<i>Interest Public Fund</i>			
Account Number	61110102409	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	265,704.46	Days in Statement Period	32
1 Deposits/Credits	13,972.05	Average Ledger	274,436.99
0 Checks/Debits	0.00	Average Collected	274,436.99
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	1,083.31		
Ending Balance	280,759.82	2023 Interest Paid	5,481.46

Account Title:  
Concho Valley Council of Governments  
Investment

**MISCELLANEOUS CREDITS**

Date	Description	Amount
6/13	CCREBATES CITIBANK SD, NA CTX ISA*00* *00* *01*CITIBANK SD, NA*01*COMMCA RDREBATES*230612*1101*U*00401*	13,972.05
7/02	Interest Deposit	1,083.31

**INTEREST RATE SUMMARY**

Date	Interest Rate
5/31	4.355200%
6/01	4.502500%

**DAILY ENDING BALANCE**

Date	Balance	Date	Balance	Date	Balance
6/01	265,704.46	6/13	279,676.51	7/02	280,759.82



PO Box 701, Abilene, TX 79604

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CONCHO VALLEY COUNCIL OF GOVERNMENTS  
CONCHO VALLEY TRANSIT DISTRICT  
5430 LINK RD  
SAN ANGELO TX 76904-9812



<b>ACCOUNT NUMBER</b>	61110101500
<b>STATEMENT DATES</b>	6/01/23-6/30/23
<b>ENCLOSURES</b>	157
<b>PAGE</b>	1 of 21

**SUMMARY OF ACCOUNTS**

Account Number	Account Description	Current Balance
61110101500	Public Funds Checking	966,541.40

**ACCOUNT SUMMARY**

**Public Funds Checking**

Account Number	61110101500	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	849,087.52	Days in Statement Period	32
97 Deposits/Credits	553,352.12	Average Ledger	924,037.04
82 Checks/Debits	435,898.24	Average Collected	922,705.26
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	0.00		
Ending Balance	966,541.40		

Account Title:  
Concho Valley Council of Governments  
Concho Valley Transit District

**MISCELLANEOUS CREDITS**

Date	Description	Amount
6/01	Deposit #	45.00
6/01	Deposit #	109.80
6/01	Deposit #	163.03
6/02	ReceivableSafeRide Health CCD 025TMBKGQZIRXM1	1,727.45
6/02	MISC PAYFTA1 TREAS 310 CCD P66080000690800	29,010.00
6/02	Remote Deposit	4,214.56
6/05	MISC PAYFTA1 TREAS 310 CCD P66080000690800	206,687.00
6/05	Deposit #	2.00
6/05	Deposit #	30.00
6/05	Deposit #	96.00
6/05	Deposit #	120.00
6/05	Deposit #	175.75
6/05	Deposit #	185.00
6/05	Deposit #	189.30
6/06	Token TranToken Transit (SCCD)	409.00



PO Box 701, Abilene, TX 79604

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CONCHO VALLEY COUNCIL OF GOVERNMENTS  
CONCHO VALLEY TRANSIT DISTRICT  
ICB  
5430 LINK RD  
SAN ANGELO TX 76904-9812



<b>ACCOUNT NUMBER</b>	61110102417
<b>STATEMENT DATES</b>	6/01/23-6/30/23
<b>ENCLOSURES</b>	16
<b>PAGE</b>	1 of 5

**SUMMARY OF ACCOUNTS**

Account Number	Account Description	Current Balance
61110102417	Public Funds Checking	26,284.16

**ACCOUNT SUMMARY**

**Public Funds Checking**

Account Number	61110102417	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	28,491.60	Days in Statement Period	32
15 Deposits/Credits	3,554.35	Average Ledger	28,704.41
2 Checks/Debits	5,761.79	Average Collected	28,704.41
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	0.00		
Ending Balance	26,284.16		

Account Title:  
Concho Valley Council of Governments  
Concho Valley Transit District  
ICB

**MISCELLANEOUS CREDITS**

Date	Description	Amount
6/01	Deposit #	511.00
6/05	Deposit #	48.98
6/05	Deposit #	169.65
6/05	Deposit #	908.44
6/06	Deposit #	173.00
6/07	Deposit #	225.00
6/08	Deposit #	47.00
6/09	Deposit #	224.00
6/12	Deposit #	129.00
6/14	Deposit #	308.32
6/15	Deposit #	120.00
6/15	Deposit #	135.00
6/26	Deposit #	173.00
6/26	Deposit #	279.00
6/29	Deposit #	102.96





PO Box 701, Abilene, TX 79604

PLEASE EXAMINE AT ONCE


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CONCHO VALLEY ECONOMIC DEVELOPMENT  
DISTRICT INCORPORATED  
5430 LINK RD  
SAN ANGELO TX 76904-9812



<b>ACCOUNT NUMBER</b>	61110101435
<b>STATEMENT DATES</b>	6/01/23-6/30/23
<b>ENCLOSURES</b>	5
<b>PAGE</b>	1 of 4

**SUMMARY OF ACCOUNTS**

Account Number	Account Description	Current Balance
61110101435	Public Funds Checking	450,052.37

**ACCOUNT SUMMARY**

**Public Funds Checking**

Account Number	61110101435	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	449,672.67	Days in Statement Period	32
7 Deposits/Credits	58,485.69	Average Ledger	431,650.59
1 Checks/Debits	58,105.99	Average Collected	431,370.74
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	0.00		
Ending Balance	450,052.37		

Account Title:  
Concho Valley Economic Development  
District Incorporated

**MISCELLANEOUS CREDITS**

Date	Description	Amount
6/02	Remote Deposit	1,941.65
6/09	Remote Deposit	100.00
6/15	Remote Deposit	825.21
6/22	Remote Deposit	600.00
6/27	INV-PAYMTS TX DEPT OF TRNSP CTX 17525734277000 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230623~2203~U~00304~	9,842.00
6/27	INV-PAYMTS TX DEPT OF TRNSP CTX 17525734277000 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230623~2203~U~00304~	44,156.00
6/30	Remote Deposit	1,020.83



CVCOG

Expenditure Journal - All Grant Exp Recap YTD  
From 10/1/2022 Through 6/30/2023

Grant Code	Grant Title	General Ledger Expenditures	Account Payable Expenditures	Total Expenditures
010	CVTD Pass-thru ICB Program	19,009.33	181.39	19,190.72
018	Pass-Thru CVTD Medicaid	78,043.61	0.00	78,043.61
025	Grant 025, VISTA 22VS247722	23,633.20	122.16	23,755.36
027	Grant 027, VISTA 23VS252124	35,479.67	4,009.37	39,489.04
040	Pass-Thru CV Economic Development Dist	102,439.49	3,319.06	105,758.55
043	CVEDD Pass-Thru Revolving Loan	2,817.03	0.00	2,817.03
092	Procurement	261,272.71	7,049.84	268,322.55
093	Human Resources	269,291.69	5,102.80	274,394.49
094	Information Technology	212,649.43	33,816.65	246,466.08
095	Engagement Committee Funds	(134.87)	4,968.94	4,834.07
097	Non-Project Expenses	210.88	7,715.11	7,925.99
098	Vacation Program Costs	239,479.18	873.50	240,352.68
099	INDIRECT COSTS	527,082.81	92,279.84	619,362.65
825	Pass Thru CVTD Rural CARES	233,256.31	9,972.58	243,228.89
829	HHS-ACF Grant 829, Head Start FY 21-22 06CH010970	160,744.78	225,609.48	386,354.26
A01	HHSC-OAAA Grant A01, Area Agency on Aging FY 21-22	(6,994.76)	7,203.09	208.33
A02	HHSC-OAAA Grant A02, Area Agency on Aging FY 22-23	642,708.80	756,939.73	1,399,648.53
C01	OOG State Grant C01, CJ Academy FY 21-23 1480417	108,378.01	24,993.99	133,372.00
C04	OOG Contract C04, CJD Planning FY 22-23	26,129.36	134.16	26,263.52
D02	Grant D02, HHSC ADRC FY 22-23 HHS000270200007	74,750.51	3,587.67	78,338.18
F03	Grant F03, CNCS Foster Grandparent 22-23 Y1 22FGTX003	274,109.59	17,416.33	291,525.92
F04	Grant F04, FGP HHSC State HHS000871100029 Year 3	5,316.48	0.00	5,316.48
G02	Grant G02, CNCS RSVP FY 22-23 20SRWTX024 Y3	77,400.00	22,930.70	100,330.70
G03	Grant G03, RSVP HHSC State HHS000871100009 Year 3	48,542.48	0.00	48,542.48
H02	Grant H02, CACFP Head Start Nutrition FY 21-22 Q2022	(7,421.50)	7,421.50	0.00
H03	HHS-ACF Grant H03, Head Start FY 22-23 06CH010970-04	5,517,286.69	651,439.96	6,168,726.65
H04	Grant H04, CACFP Head Start Nutrition FY 22-23	40,327.72	412,847.89	453,175.61
H05	HHS-ACF Grant H05, Head Start FY 23-24 06CH010970-05	492,282.70	37,265.31	529,548.01
I01	Pass Thru Grant I01, CVEDD TXDOT	0.00	2.00	2.00
I02	Grant I02, CVEDD Pass-Thru TXDOT Rural	0.00	56,351.00	56,351.00
I03	Grant I03, CVEDD Pass-Thru TXDOT Urban	0.00	247,682.00	247,682.00
J02	OOG Grant J02, Juvenile Justice Service FY 22-23 1484323	7,503.38	14,298.79	21,802.17
K01	CVTD Pass-Thru Head Start Maintenance FY 22-23	10,044.15	219.15	10,263.30
L01	CVTD Pass-Thru Link Road Facility	(1,517.50)	3,416.27	1,898.77
L02	CVTD Pass-Thru Link Road Facility FY 22-23	71,105.67	41,965.05	113,070.72
M03	Pass-thru Grant M03, Mobility Management Urban FY 22-23	41,099.77	0.00	41,099.77
M04	Pass-thru Grant M04, Mobility Management Rural FY 22-23	31,101.75	0.00	31,101.75
P02	CVTD Pass-Thru, RPTCP FY 22-23	29,703.24	221.31	29,924.55
Q01	Grant Q01, CEDAF FY 22-23	4,970.90	0.00	4,970.90
R01	Pass-thru Grant R01, CVTD Rural FY 21-22	0.00	3,955.99	3,955.99
R03	Pass-thru CVTD Grant R03 Rural FY 22-23	682,456.56	15,622.56	698,079.12
S03	Grant S03, CNCS Senior Companion 22-23 Y1 22SCGTX003	143,931.86	9,829.73	153,761.59
S04	Grant S04, SCP HHSC State HHS000871100039 Year 3	6,791.48	0.00	6,791.48
S05	SCP Prior Year Funds Acct 3402	0.00	1,667.80	1,667.80
T02	Grant T02, TIRN 211 Information & Referral FY 22-23	106,427.54	6,415.84	112,843.38
U01	Pass-thru Grant U01, CVTD Urban FY 21-22	0.00	5,312.33	5,312.33
U02	Grant U02, CVTD Pass-Thru	558.13	26.32	584.45
U03	Pass-thru Grant U03, CVTD Urban FY 22-23	1,751,100.79	25,009.19	1,776,109.98
V02	OOG Grant V02, Violence Against Women Act 3973003	11,411.27	1,398.64	12,809.91
W01	Grant W01, TCEQ State Solid Waste FY 21-23	34,859.34	13,656.18	48,515.52
X01	OOG Grant X01, Homeland Security (HSGP) FY 21-22 29529007	(255.70)	255.70	0.00
X04	OOG State Contract X04, HSGD FY 22-23	8,033.41	1,091.68	9,125.09
X05	OOG Grant X05, Homeland Security (HSGP) FY 22-23 2952908	84,725.87	4,331.26	89,057.13
X07	OOG Grant X07 CV Communications Upgrade 4467201	16,714.76	0.00	16,714.76
Z01	Grant Z01, 911 CSEC State FY 22 Funding, 1st Biennium	0.00	0.00	0.00
Z02	Grant Z02, NG911 Project SB8	1,127.98	543,278.19	544,406.17
Z03	Grant Z03, 911 CSEC State FY23 Funding, 2nd Biennium	575,919.35	1,031,622.90	1,607,542.25
Report Total		13,075,905.33	4,364,830.93	17,440,736.26



August 2023



The Head Start office requires our program to report enrollment statistics to determine if programs have achieved and maintained enrollment levels. Enrollment data will be collected every month. This information will be combined enrollment for Head Start and Early Head Start and the Pregnant Mom's Program. – *Ofelia Baron*

### Enrollment – June

	Funded Enrollment	Reported Enrollment	Percent Enrollment
Head Start Funded	Closed		
Early Head Start Funded	120	120	100%
Pregnant Moms Funded	8	8	100%

### Disability – June

	Current	Actual Enrollment
HS # of Children with IEP	Closed	
Percentage this month		
EHS Children with IFSP	12	112 (children only)
Percentage this month	10.71%	
<b>Total # of children with IEP/IFSP</b>	<b>12</b>	<b>112</b>
Program wide % this month	10.71%	

### HEAD START STAFF

Administrative Office  
5430 Link Road  
Phone (325)944-9666

**Carolina Raymond**  
Director

**Stephanie Hernandez**  
Assistant Director / Early Head Start  
Education Manager

**Cheryl Mayberry**  
Education & Disability Manager

**Ofelia Barron**  
ERSEA & Facility Manager

**Mary Husted**  
Compliance & Nutrition Specialist

**Stacy Walker**  
Family & Community, Parent  
Engagement Manager

**Melissa Miranda**  
Health & Mental Health Manager



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**Head Start**

## HEAD START & EARLY HEAD START

**HEAD START (HS)** promotes school readiness of children under 5 from low-income families through education, health, social and other services.

**Early Head Start (EHS)** provides intensive comprehensive child development and family support services to low-income infants and toddlers under the age of 3 and their families, and to pregnant women and their families.



**To complete an online please contact the following sites below:**

School	Director	Family Service Workers	Hours Operation	Phone
Christoval Head Start	Antionette Day	Antionette Day	7:45 am - 3:30 pm	325-896-7281
Day Head Start Early Head Start	Comoshontai Hollis	Cynthia Sosa Nelda Garza Lori Palacios Maida Rojas	7:45 am - 4:00 pm	325-481-3395
Eden Head Start	Mary Torres	Mary Torres	7:45 am - 3:30 pm	325-869-8703
Eldorado Head Start	Abigail Ussery	Abigail Ussery	7:45 am - 3:30 pm	325-853-3366
Menard Head Start Early Head Start	Bertha DeAnda	Bertha DeAnda	7:45 am - 3:30 pm	325-396-2885
Ozona Head Start	Tracy Ybarra	Tracy Ybarra	7:45 am - 3:30 pm	325-392-3429
Rio Vista Head Start Early Head Start	Michelle Aguirre	Kristy Geary Rebecca Salinas Maria Vasquez Emily Ceballos	7:45 am - 4:00 pm	325-659-3670



## Program News

- Turf instillation started at Rio Vista
- New Mulch instillation started at Day
- Waiting on letter of NOA from OHS for Camera System for all Sites
- Working with Technical Assistance regarding lead issues and ANC
- Extension for ANC through August 28<sup>th</sup>
- All Teachers are back on campus and training has begun for the 23-24 School Year





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# Head Start

**CVCOG Head Start/Early Head Start  
Job Postings**

**August 23**



**Job Positions Available**

- Head Start Teacher Assistant @ Rio Vista HS/EHS
- Early Head Start Teacher @ Rio Vista HS/EHS
- Substitutes @ San Angelo, Christoval, Eldorado, Menard, Eden, Ozona
- Cook/Custodian Substitute @ San Angelo

**CVCOG Head Start/Early Head Start**

**325-944-9666 / <https://www.cvcog.org/cvcog/>**

**5430 Link Rd. San Angelo, TX 76903**